

ASPIRA

ASPIRA

National Board of Directors

HANDBOOK

ASPIRA

ASPIRA



1998 Board of Directors Sourcebook

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State of New York }
Department of State } ss.:

67593

I hereby certify that I have compared the annexed copy with the original document filed by the Department of State and that the same is a correct transcript of said original.

Witness my hand and seal of the Department of State on

SEP 15 1987



Secretary of State



The University of the State of New York

STATE OF NEW YORK:

COUNTY OF ALBANY :

In accordance with the provisions of section 804 of the Not-for-Profit Corporation Law, consent is hereby given to the change of name of ASPIRA OF AMERICA, INC. to ASPIRA ASSOCIATION, INC. contained in the annexed certificate of amendment to the certificate of incorporation.

This consent to filing, however, shall not be construed as approval by the Board of Regents, the Commissioner of Education or the State Education Department of the purposes or objects of such corporation, nor shall it be construed as giving the officers or agents of such corporation the right to use the name of the Board of Regents, the Commissioner of Education, the University of the State of New York or the State Education Department in its publications or advertising matter.

IN WITNESS WHEREOF this instrument is executed and the seal of the State Education Department is affixed this 7th day of August, 1987.

Thomas Sobol
Commissioner of Education

By: 

Seth Rockmuller
Assistant Counsel



CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
ASPIRA OF AMERICA, INC.

Under Section 803 of the Not-For-Profit Corporation Law

We, the undersigned, being the chairman of the board and secretary of ASPIRA OF AMERICA, INC., do hereby certify:

1. The name of the corporation is ASPIRA OF AMERICA, INC.
2. The certificate of incorporation of ASPIRA OF AMERICA, INC. was filed by the Department of State on November 20, 1968. The said corporation was formed under The Membership Corporations Law of the State of New York.
3. ASPIRA OF AMERICA, INC. is a corporation as defined in subparagraph (a) (5) of section 102 of the Not-For-Profit Corporation Law and is a Type B corporation under section 201 of said law.
4. Paragraph "SECOND" of the certificate of incorporation of ASPIRA OF AMERICA, INC., which sets forth the name of the

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corporation, is hereby amended to read as follows:

SECOND: The name of the corporation is ASPIRA
ASSOCIATION, INC.


5. This amendment to the certificate of incorporation of ASPIRA OF AMERICA, INC. was authorized by the consent of a majority of the members of the entire Board of Directors of the corporation voting in person at a meeting duly called and held for that purpose on February 15, 1987, there being no members entitled to vote thereon.

6. The Secretary of State of the State of New York is hereby designated the agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him as agent of the corporation is:

ASPIRA ASSOCIATION, INC.
c/o PENA & APONTE, P.C.
1101 14th Street, N.W.
Suite 610
Washington, D.C. 20005

IN WITNESS WHEREOF, the undersigned have executed
this certificate this 25th day of July, 1987.


Aureo F. Andino, Chairman

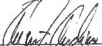

Maria Seidner, Secretary

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Verification

District of)
) ss.:
Columbia)

We, Aureo F. Andino and Maria Seidner being duly sworn, state that we are the chairman of the Board of Directors and Secretary, respectively, of the corporation named in and described in the foregoing certificate and that we have read the foregoing certificate of amendment and know the contents thereof to be true, except as to the matters therein stated to be alleged upon information and belief, and as to those matters we believe them to be true.


Aureo F. Andino


Maria Seidner

Sworn to before me this 25th
day of July, 1987.


Notary Public

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES MAR. 9, 1991.
NOTARY PUBLIC UNDERWRITER

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APPROVALS & CONSENTS

STANLEY PARNES

I, _____, Justice of the
Supreme Court of the State of New York, First Judicial District, do
hereby approve the foregoing Certificate of Amendment of the Certificate
of Incorporation of ASPIRA OF AMERICA, INC., and consent that the same
be filed.

AUG 27 1987
NEW YORK COUNTY

JUSTICE OF THE SUPREME COURT
OF THE STATE OF NEW YORK

STANLEY PARNES

August 24, 1987
I, _____, DEPUTY CLERK
OF THE SUPREME COURT OF THE STATE OF NEW YORK,
APPROVE THE FILING OF THE
STATUTORY DOCUMENT.

ROBERT ADAMS, ATTORNEY GEN.
STATE OF NEW YORK

by *Howard Holt*

DEPUTY CLERK
OF THE SUPREME COURT

5 *[Signature]*

Index No.

5544303

NEW YORK STATE
DEPARTMENT OF STATE

Sir-Please take notice that the within is a (certified)
true copy of a
duly entered in the office of the clerk of the within
named court on

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Dated, Yours, etc.,
Attorney for
Office and Post Office Address

CERTIFICATE OF AMENDMENT

OF THE
CERTIFICATE OF INCORPORATION

OF

ASPIRA OF AMERICA, INC.

UNDER SECTION 803 OF THE NOT-FOR-PROFIT
CORPORATION LAW

To

Attorney(s) for

NOTICE OF SETTLEMENT

Sir: Please take notice that an order

of which the within is a true copy will be presented
for settlement to the Hon

one of the judges of the within named Court, at

on 19

at M.

Dated, Yours, etc.,

Attorney for
Office and Post Office Address

To

Attorney(s) for

PENA & APONTE, P.C.

Attorney(s) for Incorporators

Office and Post Office Address, Telephone

1101 Fourteenth Street, N.W.
Suite 610
Washington, D.C. 20004
Tel.: (202) 371-1555

To

Attorney(s) for

Service of a copy of the within

is hereby admitted.

Dated,

SEP 14 12 11 PM '89

Attorney(s) for

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED SEP 15 1989

AMT. OF CHECK \$ 52.50
FILING FEE \$ 30
TAX \$
COUNTY FEE \$
COPY \$ 12.50
CERT \$
REFUND \$
SPEC HANDLE \$ 10

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CERTIFICATE OF INCORPORATION

ASPIRA CY ANGELICA, INC.

(Pursuant to the Membership
Corporations Law)

947-1030

HARRIS . PRESENT
ATTORNEY AT LAW
770 PENNSYLVANIA PLAZA
NEW YORK, N. Y. 10001
(212) 947-0330

STATE OF NEW YORK
DEPARTMENT OF REVENUE
FILE NO. 201558
TAX 1 none
TAX 2 none
TAX 3 none

J. P. J. J. J.
SIGNATURE
P 3174

CERTIFICATE OF INCORPORATION

OF

ASPIRA OF AMERICA, INC.

(Pursuant to the Membership Corporations Law)

WE, THE UNDERSIGNED, a committee of ASPIRA, INC.,
~~as a non-profit Corporation~~
~~an incorporated association~~, not organized for pecuniary
profit, have been duly authorized to form a Corporation, for
the purposes as hereinafter more particularly described,
pursuant to and in conformity with the Membership Corpora-
tion Law of the State of New York.

FIRST: That the particular objects for which
said Corporation is formed are as follows, viz.:

(A) That the objectives and purposes for which
said Corporation is formed shall be exclusively charitable
and educational, within the meaning of Section 501 (c) (3) of
the United States Internal Revenue Code of 1954 as the same
may be amended.

To develop the intellectual and creative
capacity of Puerto Ricans and all other ^{persons} without regard to
race, creed, color or national origin by motivating and
orienting said Puerto Ricans and all others without regard
to race, creed, color or national origin to enter and/or
continue their education in the professions, the arts and the
technical fields so that such persons may offer their train-
ing, skills and dedication to the betterment of the community

V

and the solution of community problems;

To plan, create, program, carry out, implement and coordinate through studies, research, surveys, consultation, supervision, guidance, counselling and action a comprehensive program designed to develop, motivate and orient all capable applicants in and toward the education and intellectual development of themselves and to do any and all lawful acts and things which may be necessary, useful, suitable, desirable or proper for the furtherance and attainment of any or all of the purposes of the corporation.

Nothing herein contained shall authorize the doing of any act which would require the approval of any department of the State of New York or the doing of any act mentioned in Membership Corporations Law Sec. 11 or Social Welfare Law Sec. 35.

(A) In furtherance of its charitable and educational purposes set out in Section (A), but not for any other objects or purposes, the Corporation may exercise the following powers to the extent permitted by law:

(1) To acquire by gift, legacy, bequest, devise, grant, purchase, exchange, lease, funds and property (both real and personal), without limitation as to amount or value, and to hold, invest, re-invest, administer, use and expend, donate the same or any part thereof exclusively for the objectives and purposes set out in Section A.

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(2) To do everything and anything reasonably and lawfully necessary, proper, suitable or convenient to achieve the objects and purposes set out in Section (A), provided, however, that the Corporation may not exercise any power, either expressed or implied, in such a manner as to disqualify the Corporation from exemption from income tax under Section 501 (c)(3) of the United States Internal Revenue Code of 1954, as the same may be amended.

(3) It is the intention of this Corporation at all time to qualify and remain qualified as exempt from income tax under Section 501 (c)(3) of the United States Internal Revenue Code of 1954, as the same may be amended.

Accordingly:

(A) The Corporation shall not be conducted or operated for profit, and no part of the net earnings of the Corporation shall inure to the benefit of any member or individual; nor shall any of such net earnings nor any of the property or assets of the Corporation be used other than for the objectives and purposes of the Corporation set out in Section (a).

(B) No part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, nor shall the Corporation participate in, or intervene in (by the publishing or distributing of statements or otherwise), any political campaign on behalf of any candidate for public office.

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(C) In the event of a liquidation, dissolution, termination or winding up of the Corporation (whether voluntary, involuntary or by operation of law) none of the property or assets of the Corporation shall be made available in any way to any individual, corporations or other organizations, except to corporations or other organizations located in the United States which qualify as exempt from income tax under Section 501 (c) (3) of the United States Internal Revenue Code of 1954, as the same may be amended.

(D) No corporation or other organization shall be eligible as a donee, grantee, assignee, distributee, or other transferee of the Corporation unless such corporation or other organization shall be located in the United States and shall either be qualified as exempt from income tax under Section 501 (c) (3) of the United States Internal Revenue Code of 1954, or be an organization, contributions to which are deductible under Section 170 (c) (1) of such Code, as such Sections may be amended.

(E) In the event of dissolution of the said Corporation, the said dissolution shall be subject to approval by a Justice of the Supreme Court of the State of New York.

SECOND: That the corporate name by which said Corporation hereby to be formed shall be known and distinguished is and shall be ASPERA OF AMERICA, INC.

THIRD: That the territory in which the operations

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of said Corporation are to be principally conducted in the United States of America and Puerto Rico.

FOURTH: That the principal office of said Corporation shall be located in the City of New York, County of New York and State of New York.

FIFTH: That the number of Directors of said Corporation shall not be less than five nor more than fifty.

SIXTH: That the names and places of residence of the persons to be the Directors of said Corporation until its first annual meeting are:


| <u>NAMES</u> | <u>PLACES OF RESIDENCE</u> |
|--------------------|---|
| 1. Gilbert Ortiz | 4 Robinhood Lane New City, New York 10956 |
| 2. Elena Codomo | 196-36 Pompano Avenue Holliswood, New York 11423 |
| 3. Manuel Casiano | 2 Winson Court Flamers, New York 11030 |
| 4. Ivan K. Irisary | 24 Masket Road Teppan, New York |
| 5. Olga Candara | 4 Washington Square Village New York, New York |
| 6. Manuel Samelot | 5 Hampton Oval New Rochelle, New York |

SEVENTH: That all of the subscribers to the certificate are of full age; that at least two-thirds of them are citizens of the United States; that at least one of them is a resident of the State of New York and that

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of the persons named as Directors, at least one is a citizen
of the United States and a resident of the State of New York.

IN WITNESS WHEREOF, we have made, subscribed,
and acknowledged this Certificate and have hereunto set our
hands and affixed our respective seals this 26th day of
September, 1968.


GILBERT ORTIZ L.S.


BLANCA CEDENO L.S.


MANUEL CASTANO L.S.


IVAN E. PRIETARY L.S.


OLGA CANTALEA L.S.


MANUEL SAMALOT L.S.

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 26th day of September, 1968, before me personally came GILBERT ORTIZ, to me known and known to me to be one of the persons described in and who executed the foregoing Certificate of Incorporation and he thereupon duly acknowledged to me that he executed the same.

Robert L. Nugent
NOTARY PUBLIC

ROBERT L. NUGENT
Notary Public, State of New York
Sta. 31165873 County of New York
Exam. Expires March 26, 1971

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 1st day of October, 1968, before me personally came BLANCA CEBENO, to me known and known to me to be one of the persons described in and who executed the foregoing Certificate of Incorporation and she thereupon duly acknowledged to me that she executed the same.

Robert L. Nugent
NOTARY PUBLIC

ROBERT L. NUGENT
Notary Public, State of New York
Sta. 31165873 County of New York
Exam. Expires March 26, 1971

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 26th day of September, 1968, before me personally came MARCEL CASIANO, to me known and known to me to be one of the persons described in and who executed the foregoing Certificate of Incorporation and he thereupon duly acknowledged to me that he executed the same.

Robert L. Nugent
NOTARY PUBLIC

ROBERT L. NUGENT
Notary Public, State of New York
Sta. 31165873 County of New York
Exam. Expires March 26, 1971

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 26th day of September, 1968, before me personally came IVAN E. IRIZARRY, to me known and known to me to be one of the persons described in and who executed the foregoing Certificate of Incorporation and he thereupon duly acknowledged to me that he executed the same.

ROBERT L. NUGENT
Notary Public, State of New York
Sta. 31165873 County of New York
Exam. Expires March 26, 1971

Robert L. Nugent
NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 26th day of September, 1968, before me personally came OLGA GANDARA, to me known and known to me to be one of the persons described in and who executed the foregoing Certificate of Incorporation and she thereupon duly acknowledged to me that she executed the same.

James L. Davis
NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

James L. Davis
Notary Public, State of New York
No. 25-56473 County of New York
Term Expires March 26, 1971

On this 30th day of September, 1968, before me personally came MANUEL SAMALOT, to me known and known to me to be one of the persons described in and who executed the foregoing Certificate of Incorporation and he thereupon duly acknowledged to me that he executed the same.

James L. Davis
NOTARY PUBLIC

James L. Davis
Notary Public, State of New York
No. 25-56473 County of New York
Term Expires March 26, 1971

I, a Justice of the Supreme Court of the First
Judicial District, hereby approve the foregoing Certificate
of Incorporation of Aspirin of America, Inc.

Vincent J. DiStasio
Justice of the Supreme Court

Dated: Sept 18, 1968.

Application Waived
(This is not to be deemed an
approval on behalf of any
Department or Agency of the
State of New York nor an
authorization or advice as
otherwise.)

Dated: Sept 18, 1968.

LOUIS

Att

James L. Davis
Notary Public
Notary Public, State of New York
No. 25-56473 County of New York
Term Expires March 26, 1971

RESOLUTION OF DIRECTORS

OF

ASPIRA, INC.

We, GILBERT ORTIZ and ULGA GANDARA, President and Secretary, respectively, of ASPIRA, INC., a New York corporation, DO HEREBY CERTIFY that at a special meeting of the Board of Directors duly held on the 17th day of September, 1968, at 296 Fifth Avenue, New York, N.Y. 10001, the following resolutions were placed before the meeting and unanimously adopted

RESOLVED, that it is the judgment of this Board of Directors that the name of ASPIRA OF AMERICA, INC. will in no way interfere or conflict with the name of this corporation, ASPIRA, INC. and it is our further judgment that said corporate names are sufficiently different and would not be calculated to deceive.

FURTHER RESOLVED, that a certified copy of the foregoing resolution be submitted to the Secretary of State of the State of New York, with the request that the Certificate of Incorporation be filed.

IN WITNESS WHEREOF, we have subscribed this Instrument this 26th day of September, 1968.


President


Secretary

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss..

On this 26th day of September, 1968, before me personally came GILBERT ORTIZ, to me known and known to me to be one of the persons described in and who executed the foregoing Certificate and acknowledged to me that he executed the same.

Harriet T. Papp
NOTARY PUBLIC

MARIE L. PAPP
Notary Public, State of New York
No. 25-126475 County of New York
Date Expires March 26, 1970

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss..

On this 26th day of September, 1968, before me personally came OLGA GANDARA, to me known and known to me to be one of the persons described in and who executed the foregoing Certificate and acknowledged to me that she executed the same.

Harriet T. Papp
NOTARY PUBLIC

MARIE L. PAPP
Notary Public, State of New York
No. 25-126475 County of New York
Date Expires March 26, 1970

State of New York)
DEPARTMENT OF STATE) ss..

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I, Corrine Theri, have compared the preceding

copy with the original Certificate of Incorporation of

ASPIRA OF AMERICA, INC.,

Filed in this department on the 20th day of November, 1968, and that such copy is a correct transcript thereof and of the whole of such original. *f*

Witness my hand and the official seal of the Department of State at the City of Albany, this twenty-sixth day
of November one thousand nine hundred
sixty-eight.

John P. Romarzo
Secretary of State

MISSION

The ASPIRA Association defines its mission as follows

MISSION STATEMENT

*To empower the Puerto Rican and Latino community
through education and the
leadership development of its youth*

The ASPIRA Association will enhance the Puerto Rican and Latino community by developing and nurturing the leadership, intellectual and cultural potential of its youth so that they may contribute their skills and dedication to the fullest development of the Puerto Rican and Latino community everywhere.

Notes



ASPIRA Association, Inc.

Articles of Association

* Approved January 1992

** Amended January 1993

*** Amended February 1994

**** Amended August 1997

12/12/97

Amended January 31, 1993 and February 13, 1994.

ARTICLES OF ASSOCIATION

PREAMBLE

This agreement, hereinafter the Articles of Association, between The ASPIRA Association, Inc. and the ASPIRA Associate governs the relationship among the ASPIRA Associates as defined below and binds the ASPIRA Associate to the national association called the ASPIRA Association, Inc.

In consideration for the mutual covenants contained herein and for other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I

Purpose of the ASPIRA Association

Section 1 Purpose: The ASPIRA Association serves to promote the welfare and development of Puerto Ricans in the United States and Puerto Rico. A principal aim is to foster, develop and expand at the national and local levels the educational and creative opportunities and capabilities of Puerto Ricans by establishing, through technical assistance, research, advocacy and direct service programs, the means necessary to motivate and orient Puerto Ricans to enter or continue their education in the professions, the arts, and the technical fields so that they may offer their training, skills and dedication to the betterment of Puerto Ricans. The ASPIRA Association is committed to identifying the needs and redressing the problems of Puerto Ricans, and has as one of its foremost aims alleviating, through the development of leadership, the condition of Puerto Ricans who are socially and

economically disadvantaged. No services will be denied to any student on the basis of race, sex, color, creed, age, or national origin. The ASPIRA Association pledges to cooperate with other organizations, agencies, or movements having similar purposes and needs.

Section 2. The ASPIRA Process. To achieve the purpose stated above, ASPIRA has developed through the years a comprehensive model, known as the ASPIRA Process, which has been key to ASPIRA's effectiveness in developing Puerto Rican and Latino leadership and at increasing the pool of college eligible students. The ASPIRA Association hereby acknowledges that ASPIRA of New York, Inc., which began serving the Latino community in 1961, was the first ASPIRA organization in the United States and first developed the ASPIRA Process. The ASPIRA Process consists of a network of services and activities that foster aspirations, self-confidence, the ability and determination to pursue higher education, and a lasting commitment to help others in the community. The ASPIRA Process involves three concepts: awareness, analysis and action. Awareness is the process through which youth become more conscious of their cultural, racial and ethnic background and history. Analysis is the process, both personal and collective, through which youth learn more about themselves, about other cultures, and about the surrounding world. Action is the process of putting the knowledge and skills acquired to use for the benefit of the community, of realizing one's role as a catalyst for social change.

At the core of the ASPIRA Process is a youth-run leadership club structure. Clubs are usually initiated by an ASPIRA staff person who recruits students through the schools. The ASPIRA staff person helps facilitate the club until a student leader is elected from within the group and then serves as a resource person to the student led club. Through the clubs, youth learn and practice parliamentary

procedures, exercise their democratic rights and responsibilities through election processes, and strengthen skills such as public speaking, debating, problem solving and conflict resolution. Through facilitated discussions, the youth study the history of their communities, explore issues that have affected their community throughout its history and at present, deepen their awareness and understanding of their cultural heritage, and celebrate the contributions and achievements of Puerto Ricans and Latinos through the years. The clubs provide the support systems that are often lacking outside the school environment. Field trips, presentations by invited guests, and close interaction with staff, volunteers and mentors expose the youth to successful role models, motivate youth to achieve and increase youth awareness of their role within the society that surrounds them.

Youth leadership development activities through the clubs are complemented by local and national programs that promote academic achievement and career development. Through group activities and individual counseling, the youth receive guidance and assistance in their academic pursuits, career exploration and decision making, college information, and personal development.

The ASPIRA Process also involves parents in furthering the leadership and educational development of their children, by providing parents with techniques to foster a nurturing educational environment at home, by assisting parents in identifying existing community educational resources, and by guiding parents to a more active participation in the educational system.

The ASPIRA Process also incorporates research and advocacy as a means to increase institutional awareness of the challenges and opportunities that a growing population of Puerto Rican and Latino youth represent. ASPIRA's research provides the empirical and theoretical framework on which to base the continuous refinement of existing educational and leadership development programs,

and the development of new programs that will better serve Puerto Rican and other Latino Youth

ARTICLE II

Structure of the ASPIRA Association

Section 1A. Associates. The existing ASPIRA Associates in Florida, Illinois, New Jersey, New York, Pennsylvania, and Puerto Rico, together with any other Associates duly constituted pursuant to these Articles, shall compose the ASPIRA Association, provided that each Associate has executed Articles of Association with ASPIRA Association, Inc.

Section 1B. National Office. The ASPIRA Association Inc. shall have a National Office with duties and responsibilities described herein in Article III.

Section 1C. Affiliates. Any affiliate duly constituted, as set forth in Section 6, shall also be part of the ASPIRA Association, provided that the Affiliate has executed Terms of Affiliation with ASPIRA Association, Inc.

Section 2. Names and Logo. Each ASPIRA Associate currently incorporated will be allowed to continue using the name as it appears in its Incorporation documents. However, any Affiliate or Associate hereinafter incorporated shall be known by the name of "ASPIRA of" followed by the name of the State over which it has program responsibilities, followed by "Inc." The Associate having program responsibility in Puerto Rico shall be known by the name "ASPIRA, Inc. de Puerto Rico" The ASPIRA Association shall be known by the name of "The ASPIRA Association, Inc." Each Associate shall indicate on its letterhead that it is "An Associate of the ASPIRA Association, Inc." The ASPIRA Association, Inc. letterhead shall include the common logo and the name of each ASPIRA Associate in alphabetical order

There shall be one common logo, "El Pitirre," throughout the ASPIRA Association. The name "ASPIRA" and the "El Pitirre" logo are Service Marks of the ASPIRA Association, Inc., which have been duly registered with the U.S. Patent and Trademark Office. The ASPIRA Association, Inc. hereby authorizes its Associates pursuant to the terms and conditions of this agreement to use its registered trademarks, as well as any other marks owned by the corporation, so long as the terms herein are met. The name ASPIRA and the Pitirre logo, as well as any other mark designated in writing by the ASPIRA Association, shall always be accompanied by the letter R in a circle, to indicate their registration with the U.S. Patent and Trademark Office. The ASPIRA Association reserves the right to require in its discretion the use of the letters SM or TM¹ with any unregistered marks in which it claims a property interest.

Section 2A. Notwithstanding anything contained in these Articles of Association to the contrary and in recognition of the status of ASPIRA of New York, Inc. as the founding ASPIRA organization, the ASPIRA Association, Inc. hereby grants an exclusive license to ASPIRA of New York, Inc. to use the registered trademark of the ASPIRA Association, Inc., including the name "ASPIRA" and the "El Pitirre" logo, in the State of New York.

This license shall be irrevocable and unaffected by the expulsion of ASPIRA of New York, Inc. from the ASPIRA Association, Inc. unless, and only if, such expulsion is based upon one of three grounds: (1) that ASPIRA of New York, Inc. revises its charter to abandon its founding purpose and commitment to youth leadership development and educational excellence, or if in the adoption of

¹ When a mark has not been registered in the U.S. Patent and Trademark office, the symbols TM and SM may be used by the owner of a mark to indicate a claim of ownership in the mark.

programmatic priorities there is a de facto implementation of a revision of its founding purpose and commitment to youth leadership and educational excellence, or (2) that ASPIRA of New York, Inc. abandons the ASPIRA model, or (3) that ASPIRA of New York, Inc. violates its own charter by engaging in or sanctioning criminal activity.² If the expulsion of ASPIRA of New York, Inc. is based upon any of the preceding three grounds, then the ASPIRA Association, Inc. shall have the right to revoke the otherwise exclusive and irrevocable license.

This irrevocable license shall also be unaffected by ASPIRA of New York, Inc.'s withdrawal from the ASPIRA Association, Inc. only if ASPIRA of New York, Inc. severs its relationship based upon any of the following three grounds: (1) that the ASPIRA Association, Inc. revises these Articles of Association to abandon its principal aim to foster youth leadership development and educational excellence, or if the adoption of programmatic priorities there is a de facto implementation of a revision of its founding purpose and commitment to youth leadership development and educational excellence; or (2) that the ASPIRA Association, Inc. abandons the ASPIRA model; or (3) that the ASPIRA Association, Inc. violates these Articles of Association by engaging or sanctioning criminal activity.³

As consideration for granting of this exclusive and irrevocable license, ASPIRA of New York, Inc. acknowledges the validity of the trademarks and covenants that it will not directly or indirectly contest the validity of the trademarks or the right and title of the ASPIRA Association, Inc. therein and thereto

² The term "criminal activity" shall be understood not to encompass decisions and/or policies by the Board, staff or the students of ASPIRA of New York, Inc. to adopt, as part of a larger strategy, tactics of civil disobedience or any other means of protest which may include violations of law.

³ The term "criminal activity" shall be understood not to encompass decisions and/or policies by the Board, staff or the students of ASPIRA of New York, Inc. to adopt, as part of a larger strategy, tactics of civil disobedience or any other means of protest which may include violations of law.

Section 3 Incorporation Each ASPIRA Associate must incorporate within the State over which it has program responsibilities, except for the ASPIRA Associate having program responsibility over Puerto Rico which shall incorporate in Puerto Rico. Each ASPIRA Associate shall be incorporated in conformity with the laws of the place of incorporation. The ASPIRA Association Inc is incorporated in the State of New York. Its national office is located in the District of Columbia.

Section 4 By-Laws: The By-Laws of each ASPIRA Associate shall reflect both a common purpose and the individual needs of the ASPIRA Associate. All ASPIRA Associates shall have By-Laws consistent with the By-laws of the ASPIRA Association, Inc. and the laws of the place of their incorporation. Amendments to the By-Laws of the ASPIRA Associate shall be promptly submitted to the National Board of Directors and shall be consistent with the By-laws of the ASPIRA Association, Inc. The National Board of Directors will determine at its sole discretion whether any local By-laws or amendments thereto are consistent with the By-laws of the ASPIRA Association, Inc. The local By-Laws do not need to be identical to the National By-Laws, however, the local By-Laws must remain consistent with the purposes and intent set forth in the National By-Laws. If such By-laws are found to be materially inconsistent, the National Board will notify the respective local board of directors of such inconsistency. Such inconsistency shall be amended by the local board within one hundred and eighty (180) days of such notice. If said inconsistency is not cured within this specified period, absent affirmative action by the National Board of Directors to the contrary, expulsion proceedings against the Associate will be commenced. At the discretion of the Associate it may submit proposed amendments to the National Board. The National Board will, within ninety (90) days of receipt of the proposed amendment render an opinion regarding whether the amendment is consistent with the ASPIRA

Association, Inc. By-laws. If the National Board amends the By-laws of the ASPIRA Association, Inc it shall provide notice to the Associates of the amendment and allow the Associates a reasonable time to make appropriate amendments to their By-laws.

Section 5 National Board of Directors: The property, business, and affairs of the ASPIRA Association, Inc. shall be managed and controlled by a Board of Directors known as the National Board of Directors. The National Board of Directors may adopt such By-Laws, Rules and Regulations for conducting the business and affairs of the ASPIRA Association, Inc as it deems proper. It shall also have responsibility for chartering new ASPIRA Affiliates as described in Section 6 below. Pursuant to the National By-Laws and subject to amendment thereto each ASPIRA Associate shall be entitled to be represented by two (2) Directors on the National Board, unless the Chairperson of the ASPIRA Associate has been removed from the National Board of Directors for cause, in which event that ASPIRA Associate will be represented by one Director on the National Board of Directors.

The National Board of Directors may, by a majority vote of its members, include representation, with or without vote, of an ASPIRA Affiliate, as described in Section 6, on the National Board of Directors.

In the event the National Board of Directors votes to include representation from an Affiliate, the Chairperson of the Board of Directors of the Affiliate and a student who meets the qualifications set forth for student representatives above, would become directors of the National Board of Directors.

The directors on the National Board of Directors shall consist of the Chairperson of the ASPIRA Associate, except as set forth above and one representative who is a student between the ages of eighteen (18) and twenty-five (25) (or between the ages of twenty one (21) and twenty eight (28) years of age in those states and Puerto Rico where legal age of majority is 21 though this student

must be a member of the Associate/Affiliate Board of Directors and has received or is receiving ASPIRA services), who is duly qualified to serve as and is a member of the ASPIRA Associate's Board of Directors. All directors must be at least eighteen years of age and must also qualify as a director of their ASPIRA Associate pursuant to relevant local statutes.

In addition to the directors chosen in accordance with the above, the National Board will have seven At-Large directors. Three At-Large Directors will be chosen under the circumstance enumerated below in this Section, being the Chairperson of the National Board of Directors as described below in this section, the Immediate Past Chairperson of the National Board, and the Immediate Past Chairperson of the Student Affairs Committee. Four At-Large Directors will be elected by a majority vote of the National Board of Directors at the regular annual meeting of the National Board of Directors. The four elected At-Large directors shall have fixed terms of 2 years and can be reelected for one additional, fixed, consecutive two-year term, except when filling a vacant At-Large position.

The elected At-Large Directors shall be selected by a majority vote of the National Directors elected by the Associates prior to the selection of officers of the National Board. The terms of the elected At-Large Directors will be staggered. No more than two elected At-Large directors will be elected in any year. There shall not be more than two of the seven At-Large members from any geographical area served by any Associate. At-Large Directors shall not be members of any Associate or Affiliate ASPIRA Board of Directors during the time they are serving as Directors of the ASPIRA Association, Inc.

In the event the Chairperson of the National Board is chosen from the representative of any Associate, he/she shall resign that position as representative of his/her Associate on the National Board

and shall occupy the position of the one-year At-Large Director. Under those circumstances, his/her Associate shall be entitled to elect another representative to the National Board.

Further, in the event the Chairperson of the National Board is not a representative of any Associate, the one-year At-Large Director shall be elected by the National Board as described below. Furthermore, in the event the Chairperson of the Board of the ASPIRA Association during the twelve months following the end of his/her term as said Chairperson, does not otherwise remain a member of the ASPIRA National Board of Directors, he/she shall remain a member of the Board of the ASPIRA Association for another twelve months as an additional At-Large Director unless he/she was terminated for cause from his/her position as Chairperson of the ASPIRA Association. The former Chairperson shall assume the position as additional At-Large Director without further vote by the National Board of Directors.

Section 6. Affiliation Procedures. Upon acceptance by the National Board of Directors of an application to become an Affiliate of the ASPIRA Association, Inc., a limited legal relationship will be entered into by the ASPIRA National Board of Directors and the new Affiliate. No Affiliate, however, may be created in any state or other jurisdiction in which an ASPIRA Associate is already operating. The contractual agreement known as terms of Affiliation will define the procedures and methods for the effective establishment of an Affiliate. In signing Terms of Affiliation, the National Board of Directors authorizes the new local Board of Directors to use the name "ASPIRA" and the "Pitirre" logo in its organizational activities and programs, and in printed materials and publications; grants the new local board the power to incorporate itself as an Affiliate of the ASPIRA Association, Inc., or transfers to the local board any existing incorporation under the name "ASPIRA" in that state; and

grants the new local board of directors the power to draft By-Laws, Rules and Regulations pursuant to the By-Laws, [and] Rules and Regulations of the ASPIRA Association, Inc. To provide a period of accommodation, self-development and the proper implementation of the ASPIRA Process, the status of affiliation shall be maintained for a period of no less than two (2) and no more than five (5) years. This period may be lengthened or shortened by the National Board. At the culmination of this five year period or any extensions or reductions thereto, the Affiliate will be considered for status as an ASPIRA Associate.

The name "ASPIRA" and the "Pitirre" logo are Service Marks of the ASPIRA Association, Inc., which have been duly registered with the U.S. Patent and Trademark Office. The ASPIRA Association, Inc. will authorize its Affiliates pursuant to the terms and conditions of the Terms of Affiliation to use its registered trademarks, as well as any other marks owned by the corporation, so long as, the terms therein are met. The name ASPIRA and the Pitirre logo, as well as any other mark designated in writing by the ASPIRA Association, shall always be accompanied by the letter R in a circle, to indicate their registration with the U.S. Patent and Trademark Office. The ASPIRA Association reserves the right to require in its discretion the use of the letters SM or TM with any unregistered marks in which it claims a property interest.

Section 7. Executive Decisions: The Associates hereby agree to abide by any requests or requirements set forth by the National Board of Directors of which each member of the Associate's Board of Directors has received notice, unless the Associate's Board of Directors determines by a majority vote of all directors of said Associate that such request or requirement is unacceptable to the Associate and so notifies the National Board of Directors in writing within sixty days of such notice of

the request or requirement

Section 8 Notice: Any notice, request, demand, consent, approval or other communication to be provided to either the Associate or its Directors shall be given in writing and delivered in person, or sent certified mail, postage prepaid, courier service or facsimile transmission to the Associate's Executive Director and receipt by that individual will constitute receipt by each member of the Associate's Board of Directors

Any notice, request, demand, consent, approval or other communication to be provided to the National Board of Directors shall be given in writing and delivered in person, or sent certified mail, postage prepaid, courier service or facsimile transmission to the National Executive Director and receipt by that individual will constitute receipt by each member of the National Board of Directors.

ARTICLE III

Functions and Areas of Responsibilities of the National Office of the ASPIRA Association, Inc. and the ASPIRA Associates

Section 1. Function and Areas of Responsibilities of the National Office of the ASPIRA Association, Inc.: The National Office shall function in the following major areas:

a) Advocacy: Espousing points of view and maintaining a national voice concerning issues, problems, and solutions which are national in both scope and effect and which relate to the purposes of the ASPIRA Association, Inc. In espousing such views, the local concerns and interests of affected ASPIRA Associates shall be considered, and diversities respected.

b) National Presence: Enhancing the national visibility of the Association by disseminating

ASPIRA's research and program accomplishments, and by participating in coalitions with other national organizations working in areas of interest to ASPIRA.

c) Fund Raising: Soliciting funds from primarily national funding sources. Prior to soliciting unrestricted funds from funding sources that provide both national and local funding, the ASPIRA Association's National Office and the ASPIRA Associates shall consult and collaborate as to the time, manner, and presentation of the funding request in order to maximize the amount of funds obtained, and to mutually benefit the ASPIRA Associates and the ASPIRA Association's National Office. Information concerning funding shall be exchanged annually among Associates and the ASPIRA Association's National Office, including the designation of current and future funding sources by each Associate and the ASPIRA Association's National Office.

d) National Programs: Proposing, developing and fund raising for programs having a national purpose and of a national concern, in consultation with the ASPIRA Associates. These national programs shall not include direct service programs to students which is a primary function of the ASPIRA Associates, unless agreed to by the respective Associate. Implementation of national programs may result in formal subcontracting with the ASPIRA Associates.

e) Financial Assistance: Where appropriate, necessary, and feasible as determined by the National Board, the ASPIRA Association's National Office may financially assist an Associate, pursuant to Article XII, Intra-Association Financial Transactions, of the By-Laws of the ASPIRA Association, Inc.

f) Research: Identifying, investigating, studying, organizing, generating and disseminating information which will impact on issues, policies, and/or programs of national concern to the ASPIRA

Association, and assist in the training, development and research capabilities of those communities served.

g) Coordination and Information Sharing: Coordinating programmatic and organizational resources and furthering the exchange of information among Associates, through facilitated networking and training seminars, publications and a regular flow of information on issues of relevance to ASPIRA.

h) Technical Assistance: Providing assistance and training and serving as a resource to the ASPIRA Associates and to other people, organizations, agencies or movements in furtherance of the purposes of the ASPIRA Association, Inc., as needed and agreed upon or upon request. Said assistance includes facilitation of the ASPIRA Process in states where the Process is not already being implemented; and serving as a resource to established Associates in the implementation of the ASPIRA Process within their states.

i) Reporting: Progress reports shall be provided by the National Board to each Associate at each National Board of Directors meeting.

Section 2. Functions and Areas of Responsibilities of the ASPIRA Associates. The ASPIRA

Associates shall function to the fullest extent of their resources in the following areas:

a) Advocacy: Espousing points of view concerning issues, problems, and solutions which relate to the purposes of the ASPIRA Association.

b) Local Programs: Proposing, developing and funding programs having a local purpose and of local concern, in consultation with the ASPIRA Association's National Office. These programs shall include direct service programs to students, which is a primary function of the ASPIRA

Associates.

c) Fund Raising: Soliciting funds from primarily local funding sources. Prior to soliciting funds from sources that provide both national and local funding, the ASPIRA Associate and the ASPIRA Association's National Office shall consult and collaborate as to the time, manner, and presentation of the funding request and as to the distribution of funds in order to maximize the amount of funds obtained, and to mutually benefit the ASPIRA Associate and the ASPIRA Association's National Office. Information concerning funding shall be exchanged annually among Associates and the ASPIRA Association's National Office, including the designation of current and future funding sources by each Associate and the ASPIRA Association's National Office.

d) Research: Identifying, investigating, studying, organizing, generating and disseminating information which will impact on issues, policies, and/or programs of local concern, and which will assist in the training, development and research capabilities of those communities served.

e) Reporting: Providing to the National Board a biannual report of programs, a yearly audited financial statement and other reports deemed necessary by the National Office to enable it to fulfill its functions and responsibilities.

f) Technical Assistance: Providing assistance and training, and serving as a resource to their members and to other people, organizations, agencies or movements in furtherance of the purposes of the ASPIRA Association.

g) Financial Assistance: Where appropriate, necessary, and feasible as determined by any Associate, that particular Associate may financially assist the National Office or any other Associate, pursuant to Article XII, Intra-Association Financial Transactions, of the By-Laws of the ASPIRA

ARTICLE IV

Staff

Section 1. The Board of Directors of each ASPIRA Associate and the National Board of Directors shall have the ultimate responsibility for the hiring of human resources necessary to fulfill the mission, goals and objectives of the organization. Each ASPIRA Associate shall have a chief executive officer, known as the Executive Director. The ASPIRA Association's National Office shall have a chief executive officer known as the President and Chief Executive Officer.

Section 2. The Board of Directors of each ASPIRA Associate shall have the sole responsibility for hiring, setting the terms and conditions of employment, and terminating its respective Executive Director. The National Board of Directors shall have the sole responsibility for hiring, setting the terms and conditions of employment, and terminating the President and Chief Executive Officer..

Section 3. The Executive Directors and the President and Chief Executive Officer shall have the obligation to cooperate with each other and to share information concerning technical assistance, research, programs, advocacy, fund raising, reporting, and administration and finances, in order to further the purpose of the ASPIRA Association.

ARTICLE V

Enforcement

Section 1. Expulsion: These Articles of Association are enforceable by the National Board of Directors by expulsion.

An ASPIRA Associate may be expelled from the ASPIRA Association for violating these

Articles of Association. The procedures to govern the expulsion of an ASPIRA Associate are as follows: the Board of Directors of the ASPIRA Association on the part of the ASPIRA Associate must prepare a report where the alleged violations of the Articles of Association on the part of the ASPIRA Associate are stated and supported by documentation. A hearing date shall set where the ASPIRA Associate will have an opportunity to present a defense to the allegations presented by the National Board of Directors. A hearing date shall be set no later than 90 days from the date of notice. Thirty calendar days prior to the set hearing, the Associate must receive copies of the documents which delineate violations of the Articles of Association. A vote will be taken at the conclusion of the hearing, and the Associate will be removed only if two-thirds of the National Board of Directors vote for expulsion. Except as provided in Article II, Section 2A of this agreement, given a two-thirds vote of all members of the National Board of Directors, the right of the former ASPIRA Associate to claim any relationship with the ASPIRA Association, the right to use the name "ASPIRA", the "El Pitirre" logo, a confusingly similar name, and/or any other registered mark or unregistered mark in which ASPIRA Association, Inc. claims a property right, and all financial and other support will cease forthwith. Upon expulsion the right of the ASPIRA Associate to be represented on the National Board of Directors will cease forthwith. Subject to Article II, Section 2A of this agreement, the ASPIRA Associate agrees promptly upon expulsion to take all steps necessary to follow dissolution procedures as prescribed by their own state law and to return other materials bearing the name and the likeness of "ASPIRA" and the ASPIRA logo, as well as any other registered marks or unregistered marks in which ASPIRA Association, Inc. claims a property right. Subject to Article II, Section 2A of this agreement, the National Board of Directors reserves the right to designate or organize another entity to

use the name "ASPIRA" and carry out the purpose of the ASPIRA Association in that state or geographic area. Upon the expulsion of an ASPIRA Associate, the ASPIRA Associate shall convey that real and personal property in its possession to which the ASPIRA Association, Inc. has right and title, according to the ASPIRA Associate governing state law

Section 2. Disassociation. An ASPIRA Associate may terminate its association with the ASPIRA Association upon the presentation to the National Board of Directors of a duly certified resolution adopted by a two-thirds (2/3) vote of all members of the Board of Directors of the ASPIRA Associate. Adequate advance written notice that the Board of Directors of the ASPIRA Association intends to consider disassociation from the ASPIRA Association shall be given to all members of the Board of Directors, and to the members of the National Board of Directors. Upon the disassociation of an ASPIRA Associate, the right of the former Associate to claim any relationship with the ASPIRA Association, the right to use the name "ASPIRA", the "El Pitirre" logo, a confusingly similar name, and/or any other registered mark or unregistered mark in which ASPIRA Association, Inc. claims a property right, and all financial and other support will cease forthwith. Upon disassociation the right of the Associate to be represented on the National Board of Directors will cease forthwith. The Associate agrees promptly upon disassociation to take all steps necessary to follow dissolution procedures as prescribed by their own state law and to return all other materials bearing the name and the likeness of "ASPIRA" and the ASPIRA logo, as well as any other registered marks or unregistered marks in which ASPIRA Association, Inc. claims a property right. The National Board of Directors reserves the right to designate or organize another entity to use the name "ASPIRA" and carry out the purposes of the ASPIRA Association in that state or geographic area. Upon the disassociation of an ASPIRA

Associate, the ASPIRA Associate shall convey that real and personal property in its possession to which the ASPIRA Association, Inc. has right and title, according to the ASPIRA Associate governing state law

ARTICLE VI

Amendments

Section 1 Any amendments to these Articles of Association shall first require ratification by no less than a three-quarters vote of those present at the National Board meeting, except that any amendment to Article V Section 1 and 2 shall require ratification by no less than a two-thirds (2/3) vote of all members of the National Board of Directors. Thereafter, any such ratification shall be approved by no less than a three-quarters vote of the Associate's Board of Directors, except that Article V Section 2 shall require ratification by no less than a two-thirds (2/3) vote of all members of the Board of Directors of the ASPIRA Associate prior to adoption. No amendments to these Articles of Association shall be made except upon thirty (30) days written notification to each Associate of the ASPIRA Association, Inc.

ARTICLE VII

Prior Amendments

Section 1 These Articles of Association shall supersede all other agreements entered into between the ASPIRA Association's National Office and the ASPIRA Associates.

In witness whereof, the duly authorized representatives of the ASPIRA Associate and the ASPIRA Association, Inc., as set forth in the attached resolutions, have hereunto set their hands and seals on the day and year set forth below

Authorized Representative ASPIRA of _____

President

Chairperson of the National Board of Directors

Date

Notes



ASPIRA Association, Inc.

BY-LAWS

* Approved January 1992

** Amended January 1993

 Amended August 1997

12/12/97

ASPIRA ASSOCIATION, INC.

BY-LAWS

ARTICLE I

OFFICES

The principal office of the Association shall be in Washington, D.C. The Association may also have offices at such other places as the National Board of Directors may from time to time designate.

ARTICLE II

DIRECTORS

Section 1. Number The property, business and affairs of the Association shall be managed and controlled by the National Board of Directors. Each Associate shall be entitled to be represented by two (2) Directors on the National Board. Should a Director representing an Associate/Affiliate be removed from the National Board for cause, that ASPIRA Associate/Affiliate can elect among the members of its board, a representative to the National Board of Directors. The directors on the National Board of Directors shall consist of the Chairperson of the Board of Directors of the ASPIRA Associate, except as set forth above, and one representative who is a student between the ages of eighteen (18) and twenty-five (25) (or between the ages of twenty one (21) and twenty eight (28) years of age in those states and Puerto Rico where legal age of majority is 21 though this student must be a member of the Associate/Affiliate Board of Directors and has received or is receiving ASPIRA services), who is duly qualified to serve as,

and is a member of, the ASPIRA Associate's Board of Directors. All Directors must be at least eighteen years of age and must also qualify as a director of their ASPIRA Associate pursuant to relevant local statutes

The National Board of Directors may, by a majority vote of its members, include representation, with or without vote, of an ASPIRA Affiliate on the National Board of Directors. In the event the National Board of Directors votes to include representation from an Affiliate, the Chairperson of the Board of Directors of the Affiliate and a student who meets the qualifications set forth for student representatives above, would become directors of the National Board of Directors.

Section 2. At-Large-Members and Their Terms. In addition to the directors chosen in accordance with Section 1 above, the National Board will have seven At-Large directors. Three At-Large Directors will be chosen under the circumstance enumerated below in this Section, being the Chairperson of the National Board of Directors, the Immediate Past Chairperson of the National Board, and the Immediate Past Chairperson of the Student Affairs Committee. Four At-Large Directors will be elected by a majority vote of the National Board of Directors at the regular annual meeting of the National Board of Directors. The four elected At-Large directors shall have fixed terms of 2 years and can be reelected for one additional, fixed, consecutive two-year term, except when filling a vacant At-Large position under circumstances described in section 3, below. The elected At-Large Directors shall be selected by a majority vote of the National Directors elected by the Associates prior to the selection of officers of the National Board. The terms of the elected At-Large Directors will be staggered. No more than two elected At-Large directors will be elected in any year. There shall not be more than two of the seven At-Large members from any geographical area served by any Associate. At-Large Directors shall not be members of any Associate or Affiliate

ASPIRA Board of Directors during the time they are serving as Directors of the ASPIRA Association, Inc.

In the event the Chairperson of the National Board is chosen from the representatives of any Associate, he/she shall resign that position as a representative of his/her Associate on the National Board and shall occupy the position of At-Large Director while he/she remains Chairperson. Under those circumstances, his/her Associate shall be entitled to elect another representative to the National Board

Further, in the event the Chairperson of the National Board is not a representative of any Associate, an At-Large Director shall be elected by the National Board for one year

Further, in the event the Chairperson of the Board of the ASPIRA Association, Inc. during the twelve months following the end of his/her term as that Chairperson, does not otherwise remain a member of the ASPIRA National Board of Directors, he/she shall remain a member of the National Board of Directors of the ASPIRA Association, Inc. for an additional twelve months as an At-Large Director (as Immediate Past Chairperson) unless he/she was terminated for cause from his/her position as Chairperson of the ASPIRA Association

Section 3. Vacancies. In case any vacancy on the National Board of Directors shall occur through death, resignation, disqualification, incapacity, or any other cause, the vacancy shall be filled by the Board of Directors of the Associate or Affiliate represented by any such member on the National Board creating the vacancy for the unexpired portion of the term at any annual meeting, regular meeting, or special meeting held for that purpose. In the case of a vacancy of any position of an At-Large member on the National Board, such vacancy shall be filled, for the unexpired portion of the term, by a majority vote of the Directors on the National Board.

Section 4 Effect of Death, Resignation, or Removal All rights, powers, privileges and responsibilities of any Board member shall cease upon his/her death, resignation, or removal

ARTICLE III

MEETINGS

Section 1 Annual Meeting. There shall be an Annual Meeting held between June 1 and August 31 when a report will be rendered by the National Executive Director of the past year's activities, elections of At-Large members will be held and vacancies, if any, will be filled on the National Board of Directors. Elections of officers of the National Board of Directors shall also take place at the Annual Meeting

Section 2 Place of Meeting Meetings of the National Board of Directors of the Association, are to be held at its principal office, or at such other place as may be designated by the National Board of Directors.

Section 3 Meetings Meetings of the National Board of Directors shall be held at least two (2) times a year

Section 4 Notice of Meeting Meetings of the National Board of Directors may be held upon written notice to each Director not less than five (5) days nor more than twenty (20) days before such meeting.

Section 5 Voting. At all meetings of the National Board of Directors each Director shall have one (1) vote, and, except as otherwise provided by these By-Laws, by statute, or by Robert's Rules of Order, the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the National Board of Directors. Voting by means of a proxy shall be

permitted. However, a proxy vote shall not be entrusted to an Executive Director, staff or employee of the ASPIRA National Office or Associates. Affiliates. One person cannot have more than one vote, unless they have been entrusted with a proxy. No one person may have more than one proxy. A proxy vote shall be entrusted to any Associate/Affiliate or National Board member. Members who will entrust a proxy must notify the Chair in writing prior to the meeting at which the proxy will be executed.

Section 6. Quorum and Adjournments. A majority of the members of the National Board of Directors then holding office shall constitute a quorum for the transaction of business.

Section 7. Order of Business. The Order of Business shall be as follows at all the meetings of the National Board of Directors and all Committees, unless otherwise determined by the Board.

1. Calling of the Roll
2. Proof of Notice of Meeting or Waiver of Notice
3. Reading of Minutes
4. Receiving Communications
5. Reports of Officers
6. Elections of Officers and New Members
7. Reports of Committees
8. Unfinished Business
9. New Business

Section 8. Consent in Lieu of Meeting. Any action required or permitted to be taken at any meeting of the National Board of Directors, or of any committee thereof, may be taken without a

meeting if all members of the Board or committee, as the case may be, consent thereto in writing and the writing or writings are filed with the minutes of proceedings of the Board or committee

Section 9 Removal Failure of a Director to attend two (2) consecutive meetings of the National Board of Directors where notice has been provided in accordance with Article III, Section 4, may result in the termination of membership on the Board upon the majority vote of all members of the National Board of Directors. However, if a director is represented at the meeting by proxy, said absence will not constitute a failure of the Director to attend that meeting.

Further, a director on the National Board of Directors, may be removed for cause by the affirmative vote of two-thirds (2/3) of all members of the National Board of Directors.

ARTICLE IV

OFFICERS

Section 1 Number The officers of the National Board shall be

- 1 Chairperson
- 2 Vice-Chairperson, Program
- 3 Vice-Chairperson, Finance
- 4 Vice-Chairperson, Personnel
- 5 Secretary
- 6 Treasurer

Section 2 Election and Appointments All officers of the National Board shall be elected annually by the National Board of Directors at the Annual Meeting. Officers shall continue to hold office during the year at the discretion of the National Board of Directors. Vacancies may be filled

at any meeting of the Board. The Board may appoint such other officers, agents and employees as it shall deem necessary, who shall serve at the discretion of the Board and who shall have such authority and shall perform such duties as may, from time to time, be prescribed by the Board.

Section 3 Duties of Officers

- (a) Chairperson of the Board The Chairperson shall preside at all meetings of the Executive Committee, the National Board of Directors, and at the Annual Meeting, and shall present a report on the state of affairs of the Association. He/she shall be an ex-officio member of all committees except the Nominations Committee. He/she shall appoint, from time to time, special committees from the National Board of Directors to act upon such matters as he/she shall designate. He/she shall enforce these By-Laws and perform all duties required by the position and By-Laws.
- (b) Vice-Chairperson, Program: During the absence or inability of the Chairperson to render and perform his/her duties or exercise his/her powers, as set forth in these By-Laws, the same shall be performed and exercised by the Vice-Chairperson in charge of Program and when so acting, he/she shall have all the powers and be subject to all the responsibilities hereby given to or imposed upon the Chairperson. The Vice-Chairperson in charge of Program shall perform such duties as are necessary for the program, planning and evaluation of the Association in conjunction with staff.
- (c) Vice-Chairperson, Finance: During the absence or inability of the Chairperson and Vice-Chairperson of Program to render or perform the duties of the Chairperson or exercise his/her powers as set-forth in these by laws, the same shall be performed and exercised by the Vice-Chairperson in charge of Finance, and when so acting,

he/she shall have all the powers and be subject to all the responsibilities hereby given to or imposed upon the Chairperson. The Vice-Chairperson of Finance shall also perform such duties as may be necessary to conduct the fund-raising activities of the Association in conjunction with staff

- (d) Vice-Chairperson, Personnel The Vice-Chairperson for Personnel shall coordinate a yearly evaluation of the Executive Director and assist in the personnel matters of the Association as needed.
- (e) Secretary The Secretary shall keep the minutes of the meetings of the National Board of Directors and of the membership in appropriate books. He/she shall serve all notices of the Association and shall be custodian of the records and of the Seal of the Association and shall affix the latter when required. He/she shall present to the National Board of Directors at their regular meetings, all communications addressed to him/her officially by the Chairperson or any officer of the Board. He/she shall perform such other duties as the Chairperson may direct.
- (f) Treasurer The Treasurer shall have the care and custody of and be responsible for all funds and securities of the Association. He/she shall keep or cause to be kept accurate cash, check, bank, and other necessary and proper books of accounts. He/she shall perform such duties and exercise such powers as the National Board of Directors, or in connection with the management of the Association, as the Chairperson may, from time to time, prescribe.

Section 4 Resignations. Any officer may resign at any time in writing by notifying the Chairperson or the Secretary of the National Board of Directors of the Association. Such

resignation shall take effect at the time herein indicated. Unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

Section 5 Vacancies Vacancies in any office may be filled by the National Board of Directors at the annual meeting, the regular meeting, or any special meeting.

ARTICLE V

EXECUTIVE COMMITTEE

Section 1 Constitution There shall be an Executive Committee composed of the Chairperson of the Board, Vice-Chairperson for Program, Vice-Chairperson for Finance, Vice-Chairperson for Personnel, Treasurer, Secretary of the Association, and the person who served as Chairperson of the Board of the ASPIRA Association during the twelve months following the end of his/her term as said Chairperson. In the event these officers do not collectively represent all Associates, the Chairperson of any Associate not represented shall become a member of the Executive Committee. At least one member of the Executive Committee shall be a student representative. The National Board of Directors shall fill any and all vacancies in the Executive Committee to serve in the temporary absence or disability of Associate boards' members and to ensure that all Associates are represented on the Executive Committee. Such designation or such appointment of an alternate member of said committee may be removed, at any time, by the National Board of Directors.

Section 2 Powers The Executive Committee shall have and may exercise, so far as may be permitted by law, all the powers of the National Board of Directors in the management of the property and affairs of the Association in the intervals between meetings of the Board, shall act in

such intervals as the governing body of the Association, and shall have the power to authorize the seal of the Association to be affixed to all papers which may require it

Section 3 Organization, Meetings, etc. The Chairperson of the Board shall be Chairperson of the Executive Committee, and he/she shall appoint a Secretary of the meetings of the Executive Committee. In the absence of any such Chairperson of the Executive Committee at any meeting of the Executive Committee, the Vice-Chairperson for Program shall be the Chairperson of the meeting and in his/her absence the Vice-Chairperson for Finance shall be Chairperson of the Executive Committee. The Executive Committee may adopt rules governing the time of, and or method of calling and/or of, holding its meetings and may also adopt rules governing the conduct of its affairs provided that meetings of the Executive Committee may be called by the Chairperson or his/her substitute, as provided in Article IV, Section 3, (b) and (c), or a majority of the members of the Executive Committee.

The Executive Committee shall keep a record of its acts and proceedings and shall report thereon to the National Board of Directors.

Section 4 Quorum and Manner of Acting. A majority of the Executive Committee shall constitute a quorum for the transaction of business, and the act of a majority of those present at a meeting at which a quorum is present shall be the act of the Executive Committee.

ARTICLE VI

STANDING COMMITTEES

Section 1 Constitution and Powers. The National Board of Directors may, by resolution, establish standing committees to study, plan, administer, or otherwise be concerned with specific

projects which the Association shall undertake and, to the extent permitted by law, may delegate to any such committee, such lawful powers as the National Board of Directors shall determine. Committee appointment, and the filling of any and all vacancies on any standing committee, shall be made as the National Board of Directors may determine. Any member of any standing committee may be removed, with or without cause, at any time, by the National Board of Directors.

Section 2. Organization, Meeting, etc. The National Board of Directors of the Association shall designate the Chairperson of any standing committee and/or the Secretary thereof. In the absence of the Chairperson of the standing committee and/or the Secretary, at any meeting of a standing committee, the committee shall appoint a Chairperson or Secretary at the meeting, as the case may be. Each standing committee may adopt rules governing the time of, and/or method of calling and/or of holding its meetings and may also adopt rules governing the conduct of its affairs. Each standing committee shall keep a record of its acts and proceedings and shall report thereon to the National Board of Directors.

Section 3. Quorum and Manner of Acting. A majority of the members of any standing committee shall constitute a quorum for the transaction of business, and the act of a majority of those present at a meeting at which a quorum is present shall be the act of each committee.

Section 4. Student Affairs Committee. Notwithstanding Sections 2 and 3 above, a Student Affairs Committee will be established as a Standing Committee of the Board of Directors. The Student Affairs Committee will be composed of all the student representatives on the National Board of Directors.

The Student Affairs Committee will elect, among its members, a Chairperson, a Vice-Chairperson, and a Secretary for a term of one year at the Annual meeting of the Board of Directors.

The Student Affairs Committee may adopt rules governing the time of, and/or method of calling and/or of holding its meetings and shall keep a record of its acts and proceedings.

The Student Affairs Committee will be responsible for identifying, reviewing, and making recommendations to the National Board of Directors on issues that affect students and student participation on the National Board of Directors.

Section 5 Nominations Committee: Notwithstanding Sections 2 and 3 above, a Nominations Committee will be established as a Standing Committee of the National Board of Directors. The Nominations Committee will nominate candidates annually for officers of the National Board of Directors, and candidates for elected At-Large members. The members of the Nominations committee will be appointed by the Chairperson of the National Board of Directors, who cannot be a member of the Committee. The Nominations Committee will operate in accordance with Section 2 and Section 3 above and any provisions approved by the National Board of Directors.

Section 6 Temporary Committees: The Chairperson of the National Board of Directors shall be authorized to appoint temporary committees to report on any problems that the Association may desire or need to study.

ARTICLE VII

ASPIRA ASSOCIATION, INC.

NATIONAL OFFICE STAFF

The National Board of Directors shall appoint a President and Chief Executive Officer. The President/Chief Executive Officer (CEO) shall function as the chief operating officer of the Association and, subject to the control of the National Board of Directors, shall perform all duties

customary to that office and shall supervise and control all of the affairs of the Corporation in accordance with policies and directives approved by the National Board of Directors. Further, the President/CEO shall

Section 1 Technical Assistance and Research. Provide technical assistance to each of the Associates/Affiliates and, where appropriate, to other agencies, organizations, or groups consistent with the purposes of the Association. With the approval of the National Board, the President/CEO shall develop and implement research projects, which identify, investigate, organize, and disseminate information which affects the issues, policies, and/or programs of national concern to the Association

Section 2 Advocacy. Articulate the Association's position on issues, problems, and solutions of both national scope and effect. In performing this duty he/she shall consider and respect the diversity of local concerns and interests represented by the ASPIRA Associates/Affiliates

Section 3 Joint Programs. With regard to those programs which involve on-going collaboration among and between ASPIRA Associates/Affiliates and the National Office, the President/CEO, through consultation with the participating Associate/Affiliates, shall plan, develop, seek funding, monitor implementation, evaluate, report and act as the responsible fiscal agent for such joint national programs as will be established. For these purposes he/she will establish the necessary administrative contractual and other practices that will ensure the successful performance of such programs. The delivery of such programs will be the primary function of the Associates/Affiliates.

Section 4 Fund Raising Oversee the funding of approved National and Joint National Programs, which is the function of the National Office. It is also the function of the President/CEO to maximize the procurement of funds from national funding sources. He/she shall coordinate, through consultation, collaboration and the annual exchange of information with the Associates/Affiliates, the strategy for such fund raising.

In case of disagreement with regard to program development between or among the National Office and any Associate/Affiliate, or between or among any Associates/Affiliates, the President/CEO is authorized to resolve through mediation such disputes. In the event a resolution is not achieved, any affected Associate or the President/CEO may place the disagreement at any time before the National Board for determination, or in lieu thereof, to the Executive Committee.

Section 5 Financial Assistance Upon recommendation to and approval of the National Board, be responsible for the implementation and disbursement of national Monies to the Associates/Affiliates. He/she will also submit plans for approval to the National Board for implementing financial assistance to the National Office from Associates/Affiliates sources.

Section 6 Reporting Be responsible for securing, coordinating and presenting the quarterly reports and other reports necessary by the National Office to enable it to fulfill its responsibilities.

Section 7. Other Functions Perform such duties as are assigned by the National Board, or such other functions which are consistent with the Articles of Association and these By-Laws.

Section 8. Staff Be responsible for hiring and supervising a National Office staff to assist him/her in carrying out his/her duties.

Section 9 Other Powers. Execute on behalf of the Association contracts, leases, debt obligations and all other forms of agreements or instruments, whether under seal or otherwise, permitted by law, the Articles of Incorporation and these By-laws, except where such documents are required by law to be otherwise signed and executed, or where the signing and execution thereof shall be exclusively delegated to some other officer or agent of the Corporation.

Section 10 National Presence. Enhancing the national visibility of the Association by disseminating ASPIRA's research and program accomplishments, and by participating in coalitions with other national organizations working in areas of interest to ASPIRA.

Section 11 Coordination and Information Sharing. Coordinating programmatic and organizational resources and furthering the exchange of information among Associates/Affiliates, through facilitated networking and training seminars, publications and a regular flow of information on issues of relevance to ASPIRA.

ARTICLE VIII

COUNCIL OF EXECUTIVE DIRECTORS/PRESIDENTS

Section 1 Constitution. The Executive Director/President/CEO of each ASPIRA Associate, and Affiliate with representation on the National Board of Directors, and the President/CEO of ASPIRA Association, Inc. shall comprise the Council of Executive Directors/Presidents

Section 2. Purpose. In coordinating the planning, development and implementation of matters of national concern and interest, the President/CEO of the ASPIRA Association shall consult and seek the advice of the Council of Executive Directors/Presidents.

Section 3 Organization, Meetings, etc. The President/CEO of the ASPIRA Association shall be the Chairperson of the Council of Executive Directors/Presidents. The President/CEO of the ASPIRA Association may convene a meeting of the Council of Executive Directors/Presidents or the designees of its members upon written notice to each member not less than five (5) days nor more than (20) days prior to the date upon which the meeting is to be held. Unless otherwise indicated by the written notice, all such meetings shall be held at the National Office of the Association. Apart from convening meetings, if any, of the Council of Executive Directors/Presidents, President/CEO of the ASPIRA Association shall consult with the Council quarterly and more frequently if necessary.

ARTICLE IX

ANNUAL REPORT

At each annual meeting, the National Board of Directors shall present a report, in accordance with the provisions of the Law.

ARTICLE X

WAIVER OF NOTICE

Any meeting of members, directors, or committees and any action otherwise properly taken thereat shall be valid if notice of the time, place and purposes of such meeting shall be waived in writing before, at, or after such meeting. Maximum efforts shall be made to notify all members of the National Board telephonically or otherwise in the event written notice is not given in accordance with Article III, Section 4.

ARTICLE XI

ADMINISTRATIVE PROCEDURES

Section 1 Negotiable Instruments Checks, promissory notes and other instruments for the payment of money shall be signed by such person or persons as may, from time to time, be designated by the National Board of Directors.

Section 2 Real Estate and Property In the event that an Associate takes steps to dissolve, it is understood that, as part of the National ASPIRA movement, said Associate/Affiliate shall convey its real estate and personal property to the ASPIRA Association, Inc

ARTICLE XII

INTRA-ASSOCIATION FINANCIAL TRANSACTIONS

Procedures for intra-association financial transactions described under this Article shall govern any financial transactions between and among an individual Associate/Affiliate and the ASPIRA Association, Inc., National Office and between and among the Associates/Affiliates.

Section 1 Purchase of Goods and Services The purchase of goods and services shall be evidenced through a purchase order or memorandum signed by the President/CEO of the Associate/Affiliate requesting the goods or services.

Section 2 Intra-Association Program Finances Programs which are to be implemented by one or more Associates/Affiliates and the National Office shall be evidenced by a contract signed by the Associate's/Affiliate's Executive Director/President/CEO and the President/CEO of the ASPIRA Association.

Section 3 Intra-Association Loans and/or Guarantees Loans between one or more Associates/Affiliates and the National Office shall be evidenced by a loan contract which shall require the signatures of the executive directors/presidents and treasurers of the parties to the contracts. Financial transactions need the approval of the Boards and signatures of the Chairs and Executive Directors/Presidents of both parties.

Section 4 Other Financial Transactions All other financial transactions shall be evidenced by a memorandum of understanding signed, at a minimum, by the Executive Directors/Presidents of the contracting parties, if the term of the contract is less than one year, and also the treasurers, if the term is one or more years.

ARTICLE XIII

CORPORATE SEAL

The seal of the Association shall be in such form as may, from time to time, be adopted by the National Board of Directors.

ARTICLE XIV

FISCAL YEAR

Until changed by resolution of the National Board of Directors, the fiscal year of the Association shall be from July 1 through June 30.

ARTICLE XV
AMENDMENTS TO BY-LAWS

These By-Laws may be amended, supplemented or replaced, from time to time, by a majority of all members of the National Board of Directors, except that any amendment to Article III Section 9 shall require ratification by no less than a two-thirds (2/3) vote of all members of the National Board of Directors.

Corrected on December 12, 1997

7/10/19





Strategic Plan of the ASPIRA Association 1998-2003

A Guide to Action for the ASPIRA Association

December, 1997

DRAFT



Strategic Plan for the ASPIRA Association 1998-2003
A Guide to Action for the ASPIRA Association
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benefit from this power, as money leaves the community, rather than being invested in the community

Political realities have also changed drastically, deeply affecting social and economic policies that are already having a dramatic impact on our communities. Equity and inclusion are no longer viewed by a growing number of Americans as a legitimate rationale for social intervention, threatening programs that we had taken for granted and which have been critical to whatever little progress we have made, such as Affirmative Action, Bilingual Education and social assistance. Racism is on the rise, and Latinos have been affected dramatically by a growing anti-immigrant sentiment.

The demographics in and outside our communities in the U.S. have also changed dramatically. In our communities, we now have a second, third and even fourth generation of Puerto Ricans and Latinos -born and raised in our cities- who have very different values and who face a host of very different challenges, than those of the 50's, 60's and 70's. The Latino community has grown significantly in numbers and, more importantly, it has become increasingly diverse in a mix of people of Puerto Rican, Mexican, Cuban, Central and South American and Dominican descent. This new mix of Latinos -of a growing numbers of Latinos with different cultural, historical and economic backgrounds- challenges our traditional notions of community, culture, and of solutions to our community problems.

And, as with the economy, politics, and our communities, our community organizations have also changed. ASPIRA, which has at times struggled to survive over the years, now has almost four decades of organizational development, experience and history on which to build. It has an extensive organizational infrastructure, thousands of *ASPIRANTES* it has served and considerable influence, visibility and respect in cities where we operate. Moreover, it has national presence -and a national responsibility. ASPIRA has become one of the main Puerto Rican -in fact, one of the main Latino national organizations in the country. More than an organization, **ASPIRA has become a national movement.** It has the national prestige and recognition -within and outside our communities in each of its states, as well as nationally- that few other Latino organizations enjoy. With it, and through its decades of strong advocacy for our youth, it has gained power and influence to shape policy and to secure funding.

In this drastically new and constantly changing context -the new economic and political realities, the condition of the Puerto Rican and Latino community, and our own organizational capabilities- it is more important than ever before that ASPIRA, as an Association, revisit its purpose and mission. It is critical that we engage in an Association-wide process of self analysis and that it set the goals, objectives, and program strategies, to ensure that ASPIRA remains a viable, effective instrument for furthering the social and economic development of the Puerto Rican and Latino community. It is imperative that it have a clear vision, a strategic direction and long and short-term approaches to guide our efforts.

Associates, and to build an Association-wide consensus regarding the national direction and national goals and strategies of the Association. The role of the National Office is to compile the results of this process and to develop a plan to: a) support the development of each Associate based on the Association's national goals and objectives and each Associate's individual plans, and b) implement strategies that are national in scope to meet the goals of the Association.

Strategic Plan of the ASPIRA Association 1998-2003

INTRODUCTION

This Strategic Plan is a guide for the planning and development of the ASPIRA Association—the ASPIRA Associates and the National Office— for the next five years. It includes the Basic Principles of the Association, the Mission Statement of the organization—as reviewed and reaffirmed by the National Board of Directors—the general Goals for the Association, and a section of Objectives and Initiatives 1998-2003. The Objectives and Initiatives section is divided into Major Initiatives 1998-2003, and a section on Strengthening and Expanding Current Initiatives. Each sub-section includes the overall objectives and the general strategies and activities to be implemented.

As stated above, the purpose of this Strategic Plan is that it serve as a guide for ASPIRA Associates. Each ASPIRA Associate must determine the program and organizational direction it will take, the specific initiatives to be implemented over the next five years, as well as its priorities for developing these. Each will base its individual plans on its own circumstances and history, social and economic trends, the needs of their specific communities and of the youth they serve, and on their organizational capacity including resources available. However, based on a consensus of the Association, the following initiatives provide a general framework within which each Associate will develop their plans and priorities.

The National Board of Directors hopes that this Strategic Plan will be useful to the ASPIRA Associates in developing state-wide and local ASPIRA plans.

Awareness and analysis, however, are not sufficient. Action must follow. Youth must not only be able to chart course of action, but must engage actively in implementing solutions. This is an active process in each of its stages that builds, first and foremost, on self-reliance on what youth can do for themselves first. It is an active process that applies equally to individual development as to social action. In this process, ASPIRA assists, supports and nurtures youth, providing educational opportunities, guidance and validation.

These three basic elements—awareness, analysis, and action—are the core of a process that every ASPIRANTE must pursue.

The ASPIRA Association therefore reaffirms its belief that the *ASPIRA Process* of leadership development is central to the full development of leadership of Puerto Rican and Latino youth, and must remain ASPIRA's core strategy.

The ASPIRA Clubs

ASPIRA also reaffirms its belief that the core mechanism for bringing together our youth and for providing them with the opportunity to develop their leadership potential, are the ASPIRA Clubs. The ASPIRA Clubs—organized in schools and led by the youth themselves—have been the center of ASPIRA activities since its inception. They have proven a highly effective way of organizing youth and promoting the development of the personal traits and values, and academic leadership skills that should be expected of each *ASPIRANTE*.

The ASPIRA Association reaffirms that the ASPIRA Clubs are, and will remain, central to all ASPIRA activities, and that promoting and supporting the ASPIRA Clubs will continue to be a core activity of ASPIRA.

MISSION

Based on this philosophy, the ASPIRA Association has defined its mission as follows

MISSION STATEMENT

To empower and to promote the development of the Puerto Rican and Latino community through education and the leadership development of its youth

The ASPIRA Association will enhance the Puerto Rican and Latino community by developing and nurturing the leadership, intellectual, and cultural potential of its youth so that they may contribute their skills and dedication to the fullest development of the Puerto Rican and Latino community everywhere

GOALS OF THE ASPIRA ASSOCIATION

ASPIRA, as a movement organized in six states and Puerto Rico, with deep roots in these communities, is unified in its commitment to a common set of primary Association goals to meet its mission. The overriding theme of these goals, based on the Association's mission, is the empowerment and development of the Puerto Rican and Latino community through educational excellence and leadership development of youth.

The goals of the ASPIRA Association provide the basic framework for all the programs and activities of each member of the ASPIRA family. To achieve these general goals, each Associate plans and implements programs and activities that are appropriate to the conditions, needs, and resources in each of the communities they serve.

These Goals are

- To develop the leadership potential of Puerto Rican and other Latino youth by encouraging them to become aware of the socio-economic and political conditions, needs, and potential of their community, and by fostering a commitment to dedicate their full talents and skills towards the further development of the Puerto Rican and Latino community
- To motivate, orient and assist Puerto Rican and other Latino youth in their personal, intellectual, cultural, and educational development, through a) the provision of extensive academic and career counseling, b) high quality in-school and after-school educational programs, c) leadership skills development, and d) family and community involvement
- To increase access of Puerto Rican and Latino youth to quality education and leadership development, through educational and policy research, national and local demonstration programs, and local, state and national advocacy

Objectives and Initiatives: 1998 – 2003

Five Major Initiatives: Entrepreneurship, ASPIRA Schools, ASPIRA Alumni, Strategic Communications and Technology; Funding and Financial Stability; and Organizational Development

Over the next five years, ASPIRA's efforts will be directed at

- strengthening and expanding, where possible- those programs and services that continue to meet the ASPIRA's goals and strategic objectives, and that have proven effective,
- enhancing ASPIRA's advocacy on behalf of youth and our communities, existing initiatives that have proven to be effective and that continue to meet ASPIRA's goals and objectives, and
- developing new major initiatives

ASPIRA will develop six new major initiatives over the next five years. These will be overriding themes in the strategic development of the Association and of the ASPIRA Associates and a major focus of its activity. These initiatives are

- **A New Leadership Initiative: Entrepreneurship in the Puerto Rican and Latino Community – Youth Entrepreneurship and Organizational Self-Sufficiency;**
- **Establishment/Expansion and Strengthening of ASPIRA Schools/Educational Institutions;**
- **Development of ASPIRA Alumni Associations;**
- **Strategic Communications, Positioning, Visibility and Communications Technology Initiative;**
- **Strategic Organizational Development Through Professional Development, Systems Enhancement and Technology; and**
- **Increased Funding and Financial Stability**

These major initiatives and the strengthening of current programs -especially of core programs such as public policy leadership development and the ASPIRA Clubs, counseling, academic programs, family involvement, and advocacy, as well as the major initiatives- will involve significant developments in the area of fund-raising. In fund-

raising, ASPIRA will expand its income to deliver programs and services and for operating support by

- expanding foundation and government sources,
- increasing corporate support for program and general operations,
- moving forcefully into **individual giving**, and
- generating income through internal entrepreneurship (development of businesses)

A New Leadership Initiative: Entrepreneurship in the Puerto Rican and Latino Community – Youth Entrepreneurship and Organizational Self-Sufficiency

ASPIRA is committed to the development of a *New Leadership* in the Puerto Rican community. This is a new type of leadership that, through its entrepreneurship, can generate wealth within the community, that will reinvest in the community to foster the economic and social development of the community. It is also a new type of leadership in our organizations. ASPIRA is committed to developing leaders of our community organizations –including ASPIRA– that will lead their organizations to self-sufficiency through social entrepreneurship.

This new initiative, spearheaded by ASPIRA founder, Dr. Antonia Pantoja, was launched at the 1997 ASPIRA National Conference.

General Objective

The overall goal of this initiative is to promote the economic development of the Puerto Rican and Latino community through the development of a new entrepreneurial leadership in the Puerto Rican and Latino community -that is motivated and prepared to develop wealth in the community and to invest this wealth in, and for the benefit of, the community- beginning with the development of young Puerto Rican and Latino entrepreneurial leaders.

Strategies and Activities

The New Leadership Initiative will involve programs and services that each ASPIRA Associate (and the National Office) will develop -based on their resources, priorities and special conditions- in two areas

Youth Entrepreneurial Skills Development – ASPIRA will develop programs and services to provide Puerto Rican and other Latino youth with the motivation, skills and tools to become socially responsible entrepreneurs, committed to the economic development of their communities. These will include programs to

- expose youth to entrepreneurship, Latino entrepreneurs and to corporate environments,
- train youth on entrepreneurship, providing entrepreneurial skills,
- mentoring programs with successful entrepreneurs,
- programs to provide youth with seed capital to start their own business, and
- develop partnerships with post-secondary education institutions to increase the number of Puerto Rican and Latino youth obtaining academic degrees in areas related to economic development

ASPIRA will develop collaborations with local, state and national organizations, such as Latino youth entrepreneurship programs, Youth Ventures, Inroads, and Junior Achievement, to a) jointly revise, develop and implement youth entrepreneurship training curricula for *ASPIRANTES*, b) seek sources of seed capital for youth, and c) place youth with entrepreneur mentors

These programs may be developed as new initiatives, operated through the ASPIRA Clubs, or operated in ASPIRA schools

Social Entrepreneurship – ASPIRA will develop income-generating activities (businesses) to achieve financial self-sufficiency. These initiatives may include

- marketing of ASPIRA products and services,
- production and marketing of new products and services,
- operating businesses as a non-profit organization, and
- development of for-profit ventures

ASPIRA will also develop a social entrepreneurship leadership program to develop cadres of social entrepreneurs within ASPIRA first, and later, among other non-profit Latino organizations in the communities served by ASPIRA. This initiative will be geared at developing a new non-profit entrepreneurial leadership who can develop entrepreneurial initiatives for their organizations

This new leadership initiative at ASPIRA is not intended to supplant ASPIRA's historical commitment to develop leaders among our youth in areas of public policy, education, and community service. Rather, it will supplement and expand ASPIRA's leadership development focus.

Establishment/Expansion and Strengthening of ASPIRA Schools/Educational Institutions

Within the context, mission, priorities and resources of each ASPIRA Associate, ASPIRA will move forcefully in the area of operating formal regular, alternative and Charter schools or post-secondary institutions. Operating schools is not new for

ASPIRA. ASPIRA of Illinois has operated an alternative school for over a decade and ASPIRA of Florida has operated an alternative school for several years. However, as a major focus of development for the Association, this is a new movement within ASPIRA.

This movement—both in strengthening existing schools and starting new ones—will be very much determined by the school reform movement on the one hand, and the major attacks on education equity (i.e., bilingual education, affirmative action, language rights, and school financing) on the other.

General Objective

The overall objective of ASPIRA's school initiative—and of its schools—is that every student in an ASPIRA school will a) attain the knowledge and skills necessary to meet high academic standards that will enable them to successfully advance in the studies, b) develop their leadership potential to the fullest and be committed to service to their community, and c) be aware, knowledgeable, and proud of their Puerto Rican and Latino heritage.

Strategies and Activities

ASPIRA will,

- a) strengthen and expand (if feasible) current ASPIRA schools in Illinois and Florida, either through expanded enrollments or establishment of new school sites,
- b) support the development of new schools in New York and Pennsylvania, and,
- c) where viable, organize new schools (under various arrangements) in other cities.

The overriding focus of this initiative will be to reach larger numbers of Puerto Rican and Latino students, and to ensure that *all* students at ASPIRA schools meet the new high academic standards that are being required across the country through a) rigorous course-work, b) access to high quality teachers and instructional practices, c) access to high quality educational resources, including computers and other technologies, d) extensive parental/family involvement, and e) motivational after-school enrichment activities.

One other factor in the development of ASPIRA's schools that is critical and unique to ASPIRA is the *ASPIRA Process*. ASPIRA is committed to utilize and integrate the *ASPIRA Process* throughout the educational experience.

The ASPIRA School initiatives will focus on exposing all students extensively to technology and infusing technology as an instructional tool throughout the curriculum.

A significant part of this initiative will be to further enhance ASPIRA's capacity to document and systematically evaluate the progress of their schools. This will require establishment of sound management information systems and on-going school monitoring and evaluation. ASPIRA will also increase efforts to disseminate information about ASPIRA schools to enhance their visibility nationally, through ASPIRA's communications initiative (see below)

ASPIRA will support the strengthening and expansion (if feasible) of the Alternative schools operated by ASPIRA of Illinois and ASPIRA of Florida. ASPIRA will also support the development of new schools already being established by ASPIRA of Pennsylvania (Charter) and ASPIRA of New York (regular). ASPIRA will also encourage and support other Associates to explore the feasibility of establishing schools in their states and will move towards developing these schools. ASPIRA will engage in the following activities over the next five years

- extensive exchange of information and expertise among the Associate offices and among the schools themselves, including on-going exchanges of teachers and administrators,
- revision, development and exchange of curriculum and curriculum materials,
- extensive, on-going professional development of ASPIRA teachers on standards, curricula, leadership development, the ASPIRA Process, and new instructional strategies, including extensive training on the use of technology,
- on-going exchange of information among teachers, counselors and administrators of all the Associates through Association wide technology,
- focusing of current and new out-of-school enrichment programs on the school populations,
- identification of sources of support for the schools, with a special emphasis on funding for facilities and technology,
- exchange of information on school management and on-going professional development of school administrators,
- development and exchange of model documentation and evaluation designs and management information systems

Each Associate engaged in the strengthening, expansion or development of new schools will carry out these activities based on their local environments, needs, priorities and interests. Therefore, for example, these schools may have special themes, such as public policy, entrepreneurship, community service, mathematics and science or others. ASPIRA will support these initiatives. In addition, it will build a body of documentation and evaluation of these initiatives so they can be shared within and outside (where appropriate) the Association.

Development of ASPIRA Alumni Associations

ASPIRA will move to develop the ASPIRA Alumni Association as a means of involving *ASPIRANTE Alumni* with ASPIRA and with youth leadership development and in community service, enhancing awareness of ASPIRA nationally, and developing a constituency for individual giving to ASPIRA.

General Objective

The overall objective of this initiative is to involve Alumni with ASPIRA, promote their service to the community, utilize their capacity (political, social and economic) to advocate for Puerto Rican and Latino youth and for education, and to serve as a sources for individual support for ASPIRA.

Strategies and Activities

ASPIRA will support, follow and review the progress of a pilot ASPIRA Alumni Association in ASPIRA of New York, and will move to support those Associates interested in replicating this model. ASPIRA will also structure a national task force to develop specific plans for support of the Associates developing Alumni Associations and for designing strategies for developing a possible national alumni association.

Strategic Communications and Technology Initiative

ASPIRA will place major emphasis on developing its internal and external communications and the use of technology as a major means of communication. The objective of enhancing internal communications through technology will be to a) expose *ASPIRANTES* to technology (and communications through technology) and to make every *ASPIRANTE* computer literate, b) establish and maintain on-going communications among *ASPIRANTES* nationally, c) extend access to computer communications technology into the community, c) improve programs and advocacy through the on-going exchange of information, materials and ideas, and d) enhance ASPIRA's management through on-going, technology-based communications and exchange of information.

General Objective

The overall objective of the external communications initiative will be to increase ASPIRA's visibility, as well as the visibility of its programs, at the national, state and local levels. This will include increasing ASPIRA's visibility among Puerto Rican and Latino youth, parents/families and community members, schools and school systems, local and state government, current and potential funders, other organizations and the general community.

Strategies and Activities

Aware of the critical importance of both internal and external communications, ASPIRA will, over the next five years.

Internal Communications

- conduct an extensive review of current communications objectives, activities, processes and technologies within the Association,
- develop an internal communications plan that will include strategies, systems and procedures to improve internal communications within the Association,
- significantly increase the number of computers and access to Internet resources throughout the Association, and
- develop a technology-based internal communications system, beginning with the ASPIRA Intranet, that will electronically link all the ASPIRA offices and sites

External Communications

- develop an Association-wide strategic National Communication Plan that will
 - identify current communications activities and capabilities,
 - identify and define key ASPIRA audiences nationally and locally,
 - identify and prioritize communications strategies for each audience, including a media plan;
 - identify resources for national and local communications
- increase the number, variety, quality, targeting and distribution of ASPIRA publications in all areas, ensuring that each Associate produces at least one quarterly newsletter,
- developing technology-based communications, including CD-ROM, an integrated ASPIRA Internet World Wide Web Site and web sites/pages for each Associate.

Strategic Organizational Development Through Professional Development, Systems Enhancement and Technology

ASPIRA recognizes the critical importance of effective management and financial controls systems to ensure organizational stability and accountability to the community and external funding sources. It also recognizes that, in general, the organization faces extensive challenges in its operations that range from the lack of adequate accounting systems, budget controls systems, personnel policies and benefits, effective investment practices, and management systems. It also recognizes that adopting effective management and finance policies and practices, technology and training at all levels from Boards of Directors to program staff- are two key to effective operations.

General Objective

The overall objective of this initiative is to ensure ASPIRA's financial stability and maximum management efficiency through the application of state of the art management systems and procedures, including the systematic application of technology, and extensive collaboration within the organization

Strategies and Activities

Over the next five years, ASPIRA will develop a major initiative to develop its management and financial infrastructure. This initiative will include

- a) extensive review of current management operations,
- b) development of effective management systems,
- c) development of effective financial systems (accounting, investment),
- d) extensive and on-going professional development of program management staff, and
- e) intensive use of technology in management and finance.

Among the initiatives that ASPIRA will undertake are

- extensive exchange of information and expertise among the ASPIRA organizations on management and finance issues,
- intensive training of members of Associate boards of directors in such areas as the role of boards in non-profits, fiduciary responsibility; programs and policy issues; finances and accounting; and audits,
- to seek external expertise to provide support to the development effort,
- development of written administrative and accounting procedures for all Associates,
- to explore ways of providing all staff with competitive benefits (such as health and pension plans), to secure financial, accounting, audit, and other management services, and to reduce costs of purchasing goods and services through cooperative procurement,
- extensive training of program and other administrative staff on program management, budgeting and budget control,
- completion of the project to mechanize accounting throughout the organization, and
- development of management information systems throughout the Association

A major part of this effort will be the move to significantly enhance the use of technology for management. This will include computerizing accounting and management procedures and use of the ASPIRA Intranet for data and financial information exchange, where appropriate. ASPIRA will promote the exchange of

information throughout ASPIRA so that each office can learn from, and build on, the management infrastructure of the others

Increased Funding and Financial Stability

Funding is always a major concern for non-profit organizations and is no less so for ASPIRA. Over the next five years, ASPIRA will move in several strategic directions in funding. Critical to this initiative will be to build on the purchasing power of the Latino community and on ASPIRA's role as the voice representing this community in youth leadership and education, to secure increased Corporate support

General Objective

The overall objective of this initiative is to ensure the financial stability and viability of all ASPIRA organizations by expanding and diversifying its funding base, including a movement towards individual giving, increasing the proportion of unrestricted funding, and social entrepreneurship within the Association.

Strategies and Activities

ASPIRA will develop its overall capacity to a) identify government, foundation and corporate sources of support (funding and other resources) within and outside the community through prospect research using technology and other means, b) develop effective program designs for submission to funders, including writing effective proposals, c) develop fund-raising skills to seek and secure unrestricted funding, d) organize effective fund-raising events and activities, e) communicate effectively with funders about ASPIRA and ASPIRA programs and services, f) develop a sizable individual donor base, and g) develop entrepreneurial projects that will generate unrestricted funding for the organization

Some of the activities ASPIRA will engage in over the next five years include:

- expansion and on-going staff professional development and training on funding research and funding information management, proposal-writing, fund-raising activities, communication with potential funders,
- seeking funding to conduct national and local funding feasibility studies by external firms,
- development of a national ASPIRA funder data-base that will include government, foundations and corporations at the local, state, regional and national levels,
- extensive communications and exchange of information within the Association regarding potential funding sources through use of the ASPIRA Intranet,

- development of communications strategies specifically for funders, within the Association's communications plan, including targeted publications, and periodic updates to funders,
- development of model individual giving databases and training of ASPIRA staff on individual giving, prospect identification and cultivation,
- seek resources in each ASPIRA organization for staff dedicated to fund-raising

Strengthening and Expanding Current Programs

ASPIRA recognizes the effectiveness of its existing programs and the need to expand and further strengthen these programs so they serve more youth in an effective and efficient manner

General Objective

The overall objective of ASPIRA's effort regarding existing programs and services will be to significantly expand its services to incorporate increased numbers of youth and to enhance ASPIRA's capacity to deliver effective, efficient, and well-documented programs

Strategies and Activities

ASPIRA Association proposes to strengthen its programs by:

- strengthening its capacity to review and analyze community needs and the needs of youth through research as the basis for the review and evaluation of programs and services through extensive staff training on social and educational research, and through the development of shared research models,
- expanded training and professional development of ASPIRA program staff on program design, program management and program evaluation,
- enhancing the capacity of all Associates to document and evaluate programs and services to determine the degree to which these are effective in serving youth and the community, including the development of Management Information Systems and systematic evaluation design models.

ASPIRA will also expand its capacity to develop new program initiatives. This will involve enhancing the capacity of each Associate to

- ascertain community and youth needs through systematic research and data collection and analysis,
- develop effective and complete program designs,

- identify sources of program funding, and
- develop effective funding proposals

Strengthening and Expansion of Advocacy

In a changing environment of education reform and attacks on equity, ASPIRA recognizes that it is a strong national and local voice in advocating for Puerto Rican and Latino youth and that it has a responsibility to remain a force in shaping policies that affect this youth

General Objective

Over the next five years, the ASPIRA Association proposes to expand its influence in public policy at the national, state and local levels, focusing on three areas of development

- enhanced capacity to conduct public policy research and analysis,
- enhanced **communications** capabilities, and
- development of strategic **partnerships** with other advocacy organizations

Areas of Advocacy

Though there are many policy issues that affect Latino youth and there are significant differences among the states ASPIRA serves regarding the issues that are important because of their potential impact. In general, however, there are two overarching issues that affect Puerto Rican and Latino youth, as well as ASPIRA at all levels. Therefore, ASPIRA will focus on the following policy issues related to education reform and equity at the local, state and national levels.

- Education Reform - the new standards movement, testing, Charter Schools and vouchers, educational technology, teaching workforce, school-to-work, family involvement and advocacy, community service, and technology
- Equity - school re-segregation, bilingual education, disparities in achievement, access to educational resources, and gangs and violence in schools, access to college, and financing college

In view of its entrepreneurship initiative, ASPIRA's advocacy efforts will also focus on economic development and entrepreneurship, including access to youth entrepreneurship skills development and to capital.

Moreover, ASPIRA has a traditional and legitimate interest in the areas of health—including access to health care, disease prevention (AIDS, hepatitis, etc.), drug and

alcohol abuse and youth violence In addition to its program efforts, ASPIRA will continue to focus and expand its research and advocacy efforts in these areas.

Strategies and Activities

ASPIRA will develop the following strategies and activities

- extensive, on-going training of staff and youth on research and advocacy, and
- expanded communications through technology - establishment of the ASPIRA Intranet for instant computer-based communications between all the ASPIRA Associates, the ASPIRA Internet connections for all ASPIRA Associates (including staff and students) for obtaining information on policy issues and data for research,
- increased publication of policy papers and briefs,
- periodic local, regional and national meetings and seminars on policy issues,
- development of an ASPIRA Web page with a policy forum, and
- extensive development of new strategic partnerships with local and national community-based organizations and advocacy groups on specific policy issues

Monitoring and Evaluation of ASPIRA

There areas in which ASPIRA will work to monitor and evaluate progress towards reaching the proposed objectives

- **Model Program Monitoring and Evaluation Design.** ASPIRA will develop a model program monitoring and evaluation design to evaluation design for programs that will be used as a guide throughout the Association to develop local, program-specific designs, to generate data on program progress on an on-going basis,
- **ASPIRA Strategic Monitoring and Evaluation Design** ASPIRA will develop a monitoring and evaluation design to determine, on an on-going basis, progress being made towards achieving the objectives of the Strategic Plan This design will contain specific benchmarks, timeframes, cost considerations and others upon which progress will be followed This evaluation design will consider both the general framework of the Strategic Plan and the specific plans of the ASPIRA organizations This design will be made available for use throughout the Association Each Associate will utilize the design to review their own progress and the National Office will collect the results of Associate evaluations into a national review of the Association's Strategic Plan.

In addition to monitoring our own progress, it seems critical that ASPIRA conduct a national evaluation study of ASPIRA's effectiveness, and the perceptions of ASPIRA within and outside our communities. This study, to be conducted by an independent consulting firm, would review ASPIRA's progress over the past 20 years to ascertain overall outcomes of the organization. Such a study would generate data that will be very useful in self-assessments, planning and in developing an effective communications strategy.

Over the next five years, ASPIRA will seek funding to conduct a national evaluation initiative.

ASPIRA Association
Washington, DC

January, 1997

COMPOSITION, RESPONSIBILITIES AND PROCEDURES OF THE ASPIRA NATIONAL BOARD *COMMITTEE ON NOMINATIONS*

INTRODUCTION

Background

As the National Board of Directors of the ASPIRA Association has grown and changed over the past several years, and as the issues it faces become broader and its deliberations more complex, there is an evident need to formalize certain basic processes and procedures that are critical to the effective operation of the National Board. Formalizing basic procedures ensures continuity in the Board's operations regardless of changes in individual members. It allows the Board to concentrate its energy on policy decision-making regarding ASPIRA's programs, management and finances rather than on internal procedural matters. Without a formal set of procedures to implement the provisions of the By-Laws, the Board will find itself continuously revisiting issues of process. Such is the case of the critically important processes of identifying and nominating candidates for elective positions within the National Board of Directors.

The National Board of Directors has decided to structure a formal process of nominations of candidates for elective positions within the Board. The mechanism it has selected to structure and formalize the process is a *Committee on Nominations* as a standing committee of the National Board of Directors. The process that the Committee on Nominations will follow in carrying out its responsibilities is outlined in this document.

There are two types of elective positions in the ASPIRA National Board of Directors as set forth in the By-Laws:

- a) Officers of the Board; and
- b) Elected At-Large Members

The importance of electing the highest qualified members as Officers of the Board cannot be overstated. A process is required to identify members who are best qualified and who are interested in becoming officers well before the meeting at which officers are elected.

It has been only in the last few years that a new category of elected positions has been created by the Board of Directors—Elected At-Large Member. This creates the challenge of seeking and nominating qualified candidates to assume at-large positions on the National Board.

Following the By-Laws of the ASPIRA Association, this document sets forth the rules, procedures and processes to be followed by the Committee on Nominations.

Nominations

Nominations is the process of proposing candidates for elective positions within an organization, formulated at the time of the election, as a motion.

Robert's Rules of Order¹ define a nomination as follows:

"A nomination is, in effect, a proposal to fill the blank in an assumed motion "that _____, be elected" to the specified position...The methods of nomination are a) by the chair; b) from the floor (sometimes called open nominations); c) by a committee; d) by ballot; and e) by mail."²

Robert's Rules of Order also states that in organizations that are well established, the best way to structure nominations for elective positions is through a Committee on Nominations.

Nominations by a Committee: The nominations committee should be elected by the organization wherever possible."³

The nominations process concludes with a Report submitted by the Nominations Committee proposing candidates for elective positions. However, the process should involve at least three prior steps that lead up to the actual nominations. These are:

- identification of vacant elective positions and review of the schedule of terms of members who occupy elected positions (awareness of when vacancies will occur and elections are due, set forth in the By-Laws);
- identification of potential candidates for elective positions; and

¹ The By-Laws of the ASPIRA Association establish that the deliberations of the National Board of Directors shall be conducted according to Robert's Rules of Order

² Corbin Robert, Sarah, ed., Robert's Rules of Order, Newly Revised, London, Scott, Foresman and Company, 1981, pp. 361-362

³ Op. Cit. P. 362

- review of qualities and qualifications of the candidates based on the Board's interests, plans and priorities, and a determination of the interest and commitment of candidates to occupying specific elective positions.

AUTHORITY AND LIMITATIONS

The By-Laws of the ASPIRA Association, as amended, sets forth in Article VI, Section 1 that.

The National Board of Directors may, by resolution, establish standing committees to study, plan, administer, or otherwise be concerned with specific projects which the Association shall undertake and, to the extent permitted by law, may delegate to any such committee, such lawful powers as the National Board of Directors shall determine.

In Article VI, Section 4, as amended, it states that the National Board of Directors of the ASPIRA Association will establish a Committee on Nominations as a standing committee of the National Board of Directors. Article VI, Section 4 states:

Section 4. Committee on Nominations: The National Board of Directors will establish a Committee on Nominations as a standing committee of the National Board of Directors. The Committee on Nominations will be constituted as set forth in Sections 1, 2 and 3 of this Article (Article VI) and in accordance with the procedures established in the Composition, Responsibilities and Procedures of the Committee on Nominations, approved by the Board of Directors.

In Article VI, Section 2, the By-Laws establish that:

Each standing committee may adopt rules governing the time of, and/or method of calling and/or of holding its meetings and may also adopt rules governing the conduct of its affairs.

CONTENTS OF THIS DOCUMENT

This document, *Composition, Responsibilities and Procedures of the Committee on Nominations*, contains the rules, processes and procedures that the Committee on Nominations will follow to ensure each of the three steps is: a) conducted in a timely and orderly fashion; and b) is effective to ensure that the best possible candidates are proposed for elective positions.

It includes:

- Authority and Limitations
- Responsibilities of the Committee on Nominations;
- Composition, Structure and Meetings of the Committee on Nominations;
- Procedures of the Committee on Nominations

This document, as approved by the Board of Directors, is subject to. a) the applicable provisions of the Articles of Association of the ASPIRA Association, the By-Laws of the ASPIRA Association; and c) the authority of the National Board of Directors.

Nothing in this document is intended to substitute or supersede any provision of the Articles of Association, the By-Laws, or to limit the authority of the National Board of Directors with regard to the nominations process or to amend this document as it may deem necessary.

RESPONSIBILITIES OF THE COMMITTEE ON NOMINATIONS

Nominations Report

The most fundamental responsibility of the Committee on Nominations is to submit a Report to the National Board of Directors of the ASPIRA Association that contains the names of candidates recommended for nomination for all elective positions available on the National Board. The Committee on Nominations will submit this Report prior to any regular or extraordinary meeting of the National Board at which an election will take place.

In submitting the Report, the Committee on Nominations will follow the procedures described in the section *Procedures of the Committee on Nominations*, in this document.

Regardless of the time at which the Committee's Report is made available to any or all members of the National Board of Directors, it is the responsibility of the Committee on Nominations to formally present their Report at the regular or extraordinary meeting of the Board at which an election will take place.⁴

To meet its basic responsibility of submitting a Report on nominations to the Board of Directors, the Committee on Nominations will:

- Identify and evaluate candidates for officers of the National Board of Directors to be elected each year at the annual meeting of the National Board of Directors (Chairperson, Vice Chair for Program, Vice Chair for Finance, Vice Chair for Personnel, Secretary, and Treasurer), and to fill vacancies that may have occurred between the annual meetings of the Board, in accordance with the by-laws. (By-laws, Article IV, Section 2) and
- Identify and evaluate candidates for elected at-large positions on the National Board of Directors. (By-Laws, Article II, Section 2)

⁴ Robert's Rules of Order, p 365

Annual Election of Officers and the Responsibilities of the Committee On Nominations

The ASPIRA Association By-Laws establish, in Article IV, Section 2, that. *"All officers of the National Board shall be elected annually by the National Board of Directors at the Annual Meeting, and shall continue to hold office at the discretion of the National Board of Directors. Vacancies may be filled at any meeting of the Board.* The officers of the National Board are:

Chairperson
Vice Chairperson for Program
Vice Chairperson for Finance
Vice Chairperson for Personnel
Secretary
Treasurer

Responsibility - It is the responsibility of the Committee on Nominations, to:

- annually identify candidates for all elective positions of officer of the Board of Directors among the members of the National Board,
- ascertain the willingness, interest and commitment of the candidates to assume the elected position for which he/she is proposed; and
- propose their nomination to the Board of Directors, following the procedure described in the section *Procedures of the Committee on Nominations*, in this document.

Responsibility - From time to time, vacancies occur among the officers of the Board. It is also the responsibility of the Committee on Nominations, to identify candidates for vacant positions among officers and to propose candidates to fill these vacancies at the next meeting of the Board of Directors following the procedure described in the section *Procedures of the Committee on Nominations*, in this document.⁵

Election of At-Large Members of the National Board of Directors and the Responsibilities of the Committee on Nominations

Article II, Section 2 of the By-Laws established that the National Board will elect At-Large members.⁶

⁵ Article IV Section 2 of the By-Laws states that. *Vacancies may be filled at any meeting of the Board.* To fill any vacancy as expeditiously as possible, the Committee on Nominations will identify and nominate candidates to fill vacant elected officers positions at the next meeting of the Board of Directors. This refers to the meeting immediately after the vacancy occurs (when notification of such vacancy is given to the Chairperson of the National Board).

⁶ There are two kinds of At-Large members:

Ex-Officio At-Large Members - The By-Laws state that the Chairperson of the Board of Directors becomes, upon election and if not already an At-Large member, an At-Large member of the Board of Directors. If not already an At-Large member, but a representative of an Associate, the elected

Responsibility - Following the criteria and priorities established by the National Board of Directors, it is the responsibility of the Committee on Nominations, to identify, evaluate and propose candidates for At-Large members of the Board of Directors at the annual meeting of the National Board of Directors, so these can be elected prior to the election of officers of the Board, as stated in Article II, Section 2 of the By-Laws.⁷ This process will be conducted following the procedures in described in the section *Procedures of the Committee on Nominations*, in this document.

To meet this responsibility, the Committee on Nominations will:

1. develop an updated two-year elections schedule that indicates when At-Large positions will be available and when elections for these positions will take place;
2. develop a pool of potential candidates for At-Large positions that will be maintained in a database and complete background files on all candidates that will include:
 - curriculum vitae;
 - support documentation (e.g., transcripts letters of recommendation)
 - references; and
 - any other information deemed necessary to fully evaluate the qualities and qualifications of the potential candidate;
3. develop a protocol (questionnaire) for interviewing potential candidates that will include an interview questionnaire;
4. develop a protocol (e.g., checklist) for analyzing the qualifications that will include,
 - priorities and criteria established by the Board of Directors for new elected At-Large members
 - an analysis protocol (questionnaire) for use by the Committee, that will include: academic background, special expertise, contacts, and commitment of candidates; and
5. conduct an interview of all potential candidates for At-Large members.

Chairperson must resign his/her position on the Associate Board of Directors as well as the chairmanship of the Board. In addition to the Chairperson, the immediate past chairperson of the National Board remains on the National Board as an At-Large member for one year after completing his/her term as chairperson. The Chairperson of the Student Affairs Committee is also becomes an At-Large member of the National Board upon his/her election as Chairperson. Elected At-Large Member - The By-Laws state that, in addition to the ex-officio At-Large members, there are three elected At-Large members, that are elected by the Board of Directors prior to the election of officers at the annual meeting of the Board.

⁷ Article II, Section 2 of the By-Laws states that: *The At-Large Directors shall be selected by a majority vote of the National Directors elected by the Associates prior to the selection of officers of the National Board.*

Setting Criteria And Priorities For Identifying Elected At-Large Members

It is the responsibility of the Board of Directors and the Executive Committee to continuously analyze the composition of the National Board of Directors to ensure that its At-Large members have the qualities and qualifications (e.g., expertise, contacts, wealth) that the Board deems necessary to further the development of the Association at any given time. The basis for determining the qualities and qualifications that the Board will seek in its At-Large members is the **Vision and Strategic Plan of the Association**. The vision and strategic plan set the direction that the Association will be taking and, hence, sets the parameters for determining the qualities and qualifications it should seek in new at-large Board members—individuals with the qualities and qualifications that can best help advance the Association in the chosen direction.

Three years ago, for example, the National Board has established that there was a long term need to: a) broadly disseminate information on ASPIRA, particularly through the media; b) enhance its financial resource base and to secure increased corporate funding; and c) increase its access to political decision-makers to further the Association's policy objectives. Therefore, it set "access to the media, access to money and access to power" as the basic criteria for identifying and electing at-large members.

Based on the vision and plan, the Board of Directors establishes not only the qualities and qualifications new at-large members, but also its priority for identifying candidates with certain qualities or qualifications. For example, the Board of Directors may decide that, over the next several years, the priority of the Association will be to further develop its financial base. Therefore, it will also set as a priority to seek new at-large members who have access to financial resources or "access to money."

The Committee on Nominations has the responsibility of seeking candidates for elected At-Large members of the National Board that meet the criteria and priorities set by the Board of Directors.

COMPOSITION AND STRUCTURE OF THE COMMITTEE ON NOMINATIONS

Members of the Committee on Nominations

The Committee on Nominations will consist of no less than three nor more than seven members of the National Board of Directors. The Committee will have at least one student representative. The Committee will have at least one member who represents an ASPIRA Associate, but will have no more than one member representing any particular ASPIRA Associate on the National Board of Directors.

The Committee will have two ex-officio members:

- The Immediate Past Chairperson of the National Board of Directors
- The Immediate Past Chairperson of the Student Affairs Committee

The Chairperson of the National Board of Directors shall not be a member of the Committee on Nominations nor will he/she participate in its deliberations.⁸

The National Executive Director of the ASPIRA Association will serve as the staff of the Committee on Nominations. The National Executive Director will attend all meetings and participate in the deliberations of the Committee and provide the information and organizational support requested by the Committee. The National Executive Director will also be responsible for retaining the records of candidates.

Election of Members

The remaining members of the Committee on Nominations will be elected annually at the annual meeting of the National Board of Directors by a majority vote of the National Board of Directors. Members of the Committee will serve at the discretion of the National Board of Directors. (By-Laws Article VI, Section 1). Any elected member may be re-elected.

The election of the members of the Committee on Nominations will take place immediately after the election of officers of the Board of Directors.

In the case of a vacancy in the Committee on Nominations, the National Board will elect a member of the Board of Directors to serve the remainder of the term of vacated position, at the regular or extraordinary meeting of the Board following the notification of the vacancy to the Chairperson of the National Board of Directors.

Structure, Meetings and Reporting

In accordance with Article VI, Section 2 of the By-Laws, the Committee on Nominations will have a Chairperson and/or a Secretary. In the absence of the Chairperson of the Committee on Nominations and/or the Secretary, at any meeting of the committee, the committee shall appoint a Chairperson or Secretary at the meeting, as the case may be.

The Committee on Nominations will establish the number, place and method of its meetings. Upon its election at the annual meeting of the Board of Directors, the Committee on Nominations will establish a schedule of meetings for the year.

In accordance with Article VI, Section 2 of the By-Laws, the Committee on Nominations shall keep a record of its acts and proceedings and shall report thereon to the National Board of Directors.

⁸ Robert's Rules of Order, p. 363 states that "Although in organizing a new society it may be feasible for the chair to appoint the nominating committee, in an organized society the president should not appoint the committee *nor be a member of it* (italics ours) The By-Laws may provide "the President shall appoint all committees, except the Nominating Committee" and that "the President shall be an ex officio member of all committees except the Nominating Committee"; the exception should not be omitted in either case."

The Report of the Committee on Nominations proposing the candidates for elective positions will include a report on the process followed by the committee in identifying, evaluating, obtaining consent and in proposing these candidates.

PROCEDURES OF THE COMMITTEE ON NOMINATIONS

Schedule of Elections and Priorities for Election of At-Large Members

1. Upon election of the members of the Committee on Nominations during the annual meeting of the Board of Directors, the Committee, with the assistance of the National Executive Director, will develop a schedule of elections of officers and At-Large members. The schedule will include the date(s) when the elective positions will be available and the meeting(s) at which elections will be held to elect members to these positions.
2. The committee will also establish, based on the directive of the Board of Directors or the Executive Committee, the priorities for election of At-Large members.

Election of Officers

For the election of officers of the Board of Directors the Committee on Nominations will follow the procedures described herein.

Nominations Report

1. The Committee on Nominations will submit, in writing, to all members of the National Board of Directors its report no later than one month prior to the annual meeting of the National Board of Directors. The Chairperson of the Committee will also deliver the committee's report at the annual meeting of the Board of Directors.
2. The Committee on Nominations's report will include nominations for all positions of officer of the Board of Directors
3. The Committee on Nominations may, if it so decides, submit more than one candidate for each position. However, the Committee should make every effort to submit only one candidate for each elective position.

Nominations Procedure

1. At the regular or extraordinary meeting of the Board of Directors prior to the annual meeting of the Board (when elections are to take place), the Chairman of the Committee on Nominations will announce to the Board that the election of officers will take place at the next (annual) meeting and will request that names of potential candidates for elective positions be submitted to the Committee on Nominations.

2. No more than three months after the meeting prior to the annual meeting of the Board of Directors (or as otherwise established by the committee⁹) the Committee will meet (or communicate among by mail or telephone) to identify potential candidates for each elective position.
3. The Committee will designate a member or members who will communicate directly with each member proposed as a potential candidate for officer to ascertain their willingness to accept the position for which he/she is proposed.
4. The Committee on Nominations will agree on nominations for all elective positions of officer of the Board, will develop its report and will mail its Report to all the members of the Board of Directors with its recommendations for nominations no later than one month prior to the annual meeting of the Board of Directors.
5. The National Executive Director will coordinate communications among the members of the committee as well as communications with the Board of Directors
6. At the annual meeting of the Board of Directors, the Chairman of the Committee on Nominations will deliver the Report of the committee to the National Board.
7. Upon delivery of the Report to the Board of Directors, the function of the Committee regarding the election of officers will cease.

Nominations for Vacant Positions of Officers

From time to time, vacancies may occur in positions of officer of the Board of Directors. When such a vacancy occurs, the Board should fill the vacancy or vacancies by electing the appropriate officers at the next regular or extraordinary meeting of the Board of Directors. To achieve this, the procedures will be the following:

1. The Chairperson of the Board of Directors will notify the Chairperson of the Committee on Nominations that a vacancy among the officers of the Board has occurred as soon as he/she is notified of the vacancy. When such a vacancy occurs between meetings of the National Board of Directors, the Chairperson will inform the Chairperson of the Committee on Nominations in writing.
2. The Committee on Nominations will contact all members of the National Board of Directors to solicit names of candidates to fill the vacancy or vacancies. In the case the vacancy is announced between meetings, the Committee on Nominations will inform the Board members in writing.

⁹ In the case in which the elections are announced in an extraordinary meeting held less than six months prior to the annual meeting of the Board of Directors, the Committee on Nominations will determine when such communications will take place. In no case will they take place less than one month prior to the annual meeting of the Board of Directors.

3. The committee will identify and contact candidates for the vacant position(s) to ascertain their willingness to serve. The Committee will meet or otherwise communicate to review the candidates and to develop a report.
4. Where feasible, the Report of the Committee will be submitted in writing to all the members of the Board of Directors no less than one month prior to the next regular or extraordinary meeting of the Board of Directors. If this is not feasible, the Committee on Nominations will present its report at the next meeting of the Board of Directors at which time the election to fill the vacancies will occur.

Election of At-Large Members

For the election of At-Large members of the Board of Directors, the Committee on Nominations will follow the following procedure.

Developing Criteria for At-Large Members

Immediately following its election, it will be the responsibility of the Committee on Nominations will develop specific written criteria (qualities and qualifications) for potential candidates for At-Large members of the Board of Directors as well as priorities for electing candidates with specific qualities and qualifications.

The Committee on Nominations will distribute these criteria each year to all the members of the National Board of Directors together with the schedule of elections of At-Large members of the Board of Directors.

Developing a Pool of Candidates for At-Large Members

1. The Committee on Nominations will be the repository of information regarding candidates for At-Large Position on the Board of Directors and will be responsible for:
 - seeking, and identifying a pool of potential candidates for At-Large members,
 - contacting potential candidates to ascertain their willingness to be elected as an At-Large member of the Board of Directors; and
 - maintaining the records of potential candidates.
2. In order to develop an ample pool of candidates for At-Large positions on the Board of Directors, the Committee on Nominations will:
 - a) solicit recommendations from members of the National Board of Directors and, through the National Board of Directors, from the Boards of Directors of the ASPIRA Associates;
 - b) solicit recommendations from the National Executive Director;
 - c) solicit, with the assistance of the National Executive Director, recommendations from the Associate Executive Directors

- d) develop other sources for identifying potential candidates that meet the qualifications requirements.

The National Office will facilitate the collection of information and distribution of information to the members of the Committee. It will also retain documentation regarding potential candidates.

Nominations for At-Large Members

1. The Committee on Nominations will meet (or communicate by mail or telephone) at least once no less than two months before any meeting at which an election for At-Large will take place to evaluate candidates for At-Large members of the Board of Directors.
2. The Committee (or its designees) will contact potential candidates it deems qualify for the At-Large position to ascertain their willingness to serve an At-Large member.
3. After an initial evaluation, the Committee (or members of the Committee designated for this purpose) will interview potential candidates, either in person or by telephone, utilizing the interview protocol. **The Committee on Nominations will not recommend candidates for nomination for At-Large positions that have not been interviewed by the Committee.**
4. If necessary, the Committee on Nominations will meet again (or communicate by mail or telephone) to finalize its report.
5. The Committee on Nominations will distribute its Report to all the members of the Board of Director at least one month prior to the meeting at which an election for At-Large members.
6. The Chairperson of the Committee will present the Report to the Board of Directors at the meeting at which the election of At-Large members will take place.
7. Upon delivery of the report to the Board of Directors, the function of the committee regarding the election of At-Large members will cease.

APPROVED BY THE
ASPIRA ASSOCIATION NATIONAL BOARD OF DIRECTORS
THIS ____ OF ____, 1997

Raquel Ortiz, Chairperson



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ADMINISTRATIVE MANUAL
ASPIRA Association, Inc., National Office

The ASPIRA Association, Inc.
National Office
1112 16th Street, NW Suite 340
Washington, D.C. 20036

Approved by National Board of Directors
August 1993

This Administrative Manual whose policies, practices and procedures are here within contained, is not a contract of employment and is not intended to create any contract rights, either expressed or implied between ASPIRA and its employees.

The policies, practices, and procedures described in this manual may be changed, altered, modified or deleted at any time, with or without prior notice by ASPIRA.

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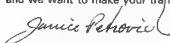
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Welcome to the ASPIRA Association, Inc.'s National Office, most often called simply "ASPIRA". You are now part of an organization that has been working since 1961 to foster the socioeconomic growth of the Puerto Rican/Latino community in the United States.

The sooner you get to know us, the sooner you will feel a part of the ASPIRA family. This handbook has been prepared to acquaint you with some of ASPIRA's basic personnel and administrative policies. Information on our benefits package and administrative support system is included, as well as some background on ASPIRA's history, objectives, and structure.

While we have tried to be comprehensive, this manual is not all-inclusive. It is intended to be an easy reference guide to important policies and benefits all salaried employees must be aware of. Since ASPIRA continually tries to meet the changing needs of our workplace, the policies decided here may also change, as it becomes appropriate and beneficial to change them.

As you become more involved with your work, you may find that you need additional information. When you have questions, please ask. We are glad you have joined us, and we want to make your transition a smooth one.



Janice Petrovich, Ed.D.
National Executive Director

The ASPIRA Association, Inc. National Office was established in 1968 as ASPIRA of America, Inc. Its name was changed in 1985 to the ASPIRA Association, Inc. However, ASPIRA's roots date back to 1961 in New York City when a group of concerned Puerto Rican parents and professionals met to discuss the alarming high school dropout problem at the time. Through their efforts, ASPIRA developed as the first non profit organization in the United States dedicated to furthering the educational and leadership potential of Puerto Rican youth. Today ASPIRA serves a diverse Latino youth population through a network of independently incorporated community based ASPIRA organizations located in Florida, Illinois, New Jersey, New York, Pennsylvania, Puerto Rico and Connecticut with the National Office in Washington, D.C. All ASPIRAs share a common mission and goals.

The philosophy that determines the goals of ASPIRA and the activities undertaken to meet those goals rest on one basic premise: Latinos, as a community, possess the collective potential to develop their own human and material resources that will permit an equitable sharing in the socioeconomic benefits and responsibilities of the larger society

Keeping to the primary tenets of that philosophy, ASPIRA has identified as its mission the enhancement of the Puerto Rican/Latino community by developing and nurturing the leadership, intellectual and cultural potential of its youth so that they may contribute their skills and education to the fullest development of Puerto Rican/Latino communities everywhere.

As a family of Associates with community roots in various states and Puerto Rico, the ASPIRA Association is unified toward a common cause through our commitment to achieve three broad primary Association goals. These goals provide the basic general programmatic composition of each member of the ASPIRA Association. It is through commonality of primary goals that the ASPIRA Movement can realize its unifying mission. Within the framework of these goals, each Associate establishes program objectives which are sensitive to local conditions and resources. These goals are:

1. To develop the leadership potential of Puerto Rican and other Latino youth by encouraging them to become aware of the socioeconomic conditions, needs, and potential of their community and by fostering a commitment to dedicate their skills toward the further development of the Latino community, youth leadership and community service.

2. To motivate, orient and assist Puerto Rican and other Latino youth in their personal, intellectual, cultural, and educational development through the provision of career information, counseling and education services; educational access and careers.
3. To increase access of Puerto Rican and other Latino youth to quality education and leadership training through research, pilot programs and advocacy; community mobilization for education excellence.

SUBJECT: Corporate Structure

I:3

Members of the National Board of Directors and the Executive Committee are elected at each annual meeting of the ASPIRA Association, Inc. Board of Directors. The roles and responsibilities of the National Board of Directors are detailed in the By-Laws of the Association.

The ASPIRA National Office is organized internally into three (3) major divisions: National Programs, Services to Associates, and Finance and Administration. ASPIRA's income is derived from many different funding sources. These include public grant-making agencies, private foundations and corporations, individual donors and publication sales. This means that there are usually many projects underway at any given time with varying staff plans and production schedules. The divisions may change from time to time as ASPIRA re-evaluates its focus and direction. The divisions are as follows:

1. National Programs are grouped into three areas; Youth Leadership and Community Service, Community Mobilization for Educational Excellence, and Educational Access and Careers.

Youth Leadership and Community Service programs are dedicated to promoting leadership development and community involvement among Aspirantes at local ASPIRA offices. In addition, students serve as members of Local and National Boards of Directors, run student newsletters, and participate in leadership roles in ASPIRA club activities. The ASPIRA National Office also offers summer internships to college students to prepare them for future involvement in public life

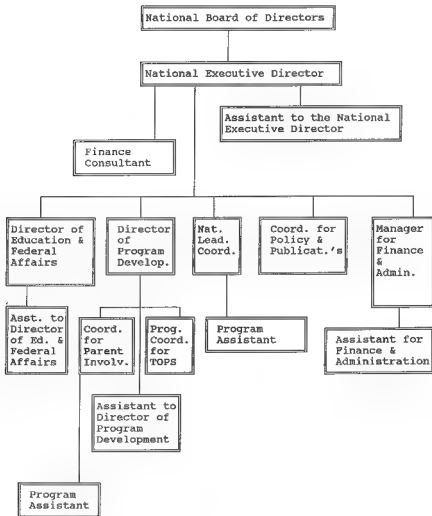
Programs in Community Mobilization for Educational Excellence promote community and parental involvement through local ASPIRA offices to improve Hispanic children's access to education.

Programs in the area of Educational Access and Careers include programs increasing the number of college-bound youth to enter careers in fields where Latinos are under-represented, so they may eventually bring their skills back to their communities. Currently the National Office conducts National programs promoting careers in Mathematics and Science and in Health professions.

2. Services to Associates includes the following

- Research and advocacy includes monitoring legislation, mobilizing our network, maintaining relations with Congress, and analyzing issues.
- Marketing includes development of publications, including quarterly newsletter and annual report, maintaining media contacts, developing press releases, presenting at national conferences and developing Association-wide data management systems

- Expansion of services to serve more students and parents includes development of materials and organization of alumni
 - Planning for the management and growth of the organization through strategic planning leadership retreats and regular meeting of the Council of Executive Directors
 - Staff training for the entire Association through National Programs, the ETS collaborative, site visits and collaboratives with other organizations
 - Fundraising assistance to Associates through proposal preparation workshops, assistance with proposal development, generating letters of support and identification of funding prospects.
3. Finance and Administration Manages all budgeting, accounting and payroll responsibilities in addition to monitoring ASPIRA investments, coordinating the annual financial audit, helps define administrative policies and procedures and administers ASPIRA's benefits program

National Office Organizational Chart

SUBJECT: Equal Opportunity Employer

I:6

The ASPIRA Association, Inc. is an equal opportunity employer. Employees are recruited and selected on the basis of their qualifications and work experience and not for any reason unrelated to employment.

Personnel policies, including hiring, promotion, transfers, compensation, employee benefits, reassignment, separation, etc. will be conducted in such a manner that no discrimination shall exist because of race, color, religion, gender, sexual orientation, national origin, age, physical or mental handicap or veteran status, including disabled veterans and veterans of the Vietnam era.

Supervisors are responsible for enforcing and utilizing all policies and prescribed procedures to ensure equal employment opportunity for all staff. Employees are responsible for conducting themselves in a manner that is consistent with ASPIRA's Equal Employment policy.

These Personnel Policies will be reviewed regularly by the Personnel Committee of the National Board of Directors to assure that they are kept current and up to date.

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SUBJECT: Hiring

II:1

The ASPIRA National Office is an equal opportunity employer that hires individuals on the basis of their qualifications for the position for which they apply.

When qualified applicants are available, ASPIRA will fill job vacancies by promoting from within. Staff members may apply for position vacancies as they occur. Position opening notices are posted on the bulletin board in the kitchen area. Any staff member who has completed his/her probationary period and who wishes to apply for a position opening may do so and will be considered on the basis of skill, education, and experience required for the position. An employee's status will not be jeopardized by either the expression of interest in, nor application for, a posted position.

Applicants are also recruited from outside the ASPIRA National Office by using newspapers, magazines, area colleges and university career centers, unsolicited resume files, referrals from ASPIRA staff, Board members, Associate or Affiliate offices as recruitment sources. ASPIRA does not, unless in case of an emergency and with prior approval from the National Executive Director or his/her designee, pay employment agency fees for recruiting applicants.

The hiring of all staff must be approved by the National Executive Director. The ASPIRA National Board of Directors is charged with hiring the National Executive Director.

Hiring is the sole responsibility of the National Executive Director. Formal notification of an appointment to the staff is by letter from the National Executive Director; no written contract is required as a condition of employment. The letter of appointment specifies the employee's salary or rate of pay, benefits and all other relevant terms of appointment. A copy of this letter goes to the employee's personnel file in the Office of Finance and Administration.

Supervisors and other staff members may not commit ASPIRA to the employment of personnel.

1. Regular Appointments are given to employees who fulfill the ongoing, normal staffing requirements of the company. Employees on Regular appointment work full time and are eligible for all ASPIRA benefits.
2. Temporary Appointments are given to employees who fulfill limited or short term staffing requirements. Employees on temporary appointment work for periods not to exceed four consecutive months. Temporary employees are not eligible for benefits.
3. Part-Time Appointments are given to employees who work up to 20 hours a week for an indefinite period. Part-time employees are not eligible for benefits, but may participate in the Performance Appraisal Program.

While Temporary and Part-time employees do not participate in ASPIRA's benefits program, they are covered for payroll-related insurances such as workers' compensation, unemployment insurance, and Social Security (FICA).

The following types of appointments are given to individuals who do not have an employee relationship with ASPIRA. As with all other staff appointments, commitments for nonsalaried staff status may not be made without prior written authorization from the National Executive Director. A Memorandum of Understanding or a Consultant Agreement, signed by both parties, specifies the terms of the individual's association with the ASPIRA National Office and is kept in the Office of Finance and Administration. Tax withholdings for the following employees are not made by the ASPIRA Association, Inc. National Office nor are fringe benefits available to them, as they are not considered ASPIRA employees:

1. Visiting Scholars are individuals from other institutions, generally defined as guests in residence at ASPIRA, who are appointed to conduct research at their own discretion or in cooperation with ASPIRA staff.
2. Interns are students from colleges or universities who are appointed, sometimes in conjunction with receiving credit from their institutions, to work on specific projects or in collaboration with designated ASPIRA staff. Some interns, provided to the National Office through a foundation program or grant, such as Everett Public Service Interns, are compensated by the funds of the grant or program. The National Office may or may not monetarily compensate interns, depending on the availability of funds.
3. Consultants are independent contractors who enter into formal agreements with ASPIRA to perform specific technical or professional services for a specific level of remuneration.
4. Executives on Loan are individuals whose expertise is offered to ASPIRA for a specific amount of time by a corporation, foundation or governmental agency as an "in-kind" grant. Executives on Loan perform needed professional services as designated by the National Executive Director in agreement with the corporation or foundation. The salary and benefits of an Executive on Loan are paid by the agency of whom the individual is a full-time employee.
5. Volunteers are individuals, often students over sixteen years of age who fulfill one or some of the above duties. Volunteers are not compensated for their services.

In compliance with the Fair Labor Standards Act (FLSA) of 1938, as amended, ASPIRA employees are classified as exempt or nonexempt for the purpose of computing and paying overtime.

1. Exempt employees hold executive, administrative or professional positions and are not eligible to receive overtime pay.
2. Nonexempt employees hold secretarial, clerical and other support positions and have no supervising responsibilities; these employees may receive overtime pay for hours worked beyond 35 per week (overtime is paid at regular hourly rate for 35-40 hours, and at time-and-a-half for hours worked beyond 40).

Further descriptions and classifications of exempt and non-exempt employees are available in the Office of Finance and Administration.

All employees on Regular employment are hired with the understanding that the first 180 days of service represent a probationary period. During this period, employees have an opportunity to become acquainted with the responsibilities of their positions and the activities of ASPIRA. Supervisors are able to assess the individual's skills and abilities and to determine the appropriateness of a continued relationship between ASPIRA and the employee.

During the probationary period, employees are not eligible to take annual leave or participate in the ASPIRA retirement plan, although during this same time, annual leave will accumulate for each full-time employee.

The probationer will be given a mid-term review at 90 days and an evaluation at the end of the probationary period. The probationer's immediate supervisor will submit recommendations to the National Executive Director as to whether the probationer should be terminated, be made a regular employee, or whether the probationary period should be extended, not to exceed 30 days. The decision to convert the probationer to regular employment status by the National Executive Director shall be final, and this decision shall not be subject to review or appeal. The probationer shall be advised in writing of the final decision of the National Executive Director.

Employee development and performance appraisal sessions are conducted at the conclusion of the six month probationary period, and annually thereafter in May for each employee. The performance appraisal session, in addition to ongoing performance discussions throughout the year, provides an excellent opportunity for the employee and supervisor to assess the work situation, and to define future goals, career objectives and training needs.

Notice of the approaching performance appraisal is sent by the Office of Finance and Administration to all ASPIRA employees and their supervisors, along with forms for both to fill out. The employee should schedule the session with the supervisor and complete the Pre Appraisal Form and return it to their supervisor at least one week before the scheduled session in order to start the process. The supervisor fills out the Performance Appraisal form, in part, prior to the appraisal session. This form is completed during and after the session. The form is signed by the supervisor. The employees may also sign the form. This document then becomes part of the employee's permanent record, is passed on to the National Executive Director for his/her review and signature (if the National Executive Director is not already the immediate supervisor), and forwarded to the Office of Finance and Administration for filing in the employee's personnel file.

In the event of an unsatisfactory review, a regular employee will be allowed a maximum of 90 days to demonstrate satisfactory performance before separation procedures begin. The length of this extension will be determined by the employee's immediate supervisor, with the approval of the National Executive Director. This period shall be known as the "Performance Improvement Period".

In addition to the annual performance review, an employee may receive a written review of work performance: 1) when an employee requests one and 2) whenever a supervisor wishes to review an employee's performance.

An effective and equitable program of salary administration has been adopted and will consist of the following:

- a A written job description of each position in ASPIRA Association, Inc. New employees will be given a copy of their complete job description upon hiring. These will be initiated and updated as necessary through the cooperative efforts of the administration, the department/project supervisor, and the staff person concerned.
- b A competitive salary range for each position comparable to similar positions in the nonprofit sector
- c A system for periodic performance review involving the staff person, and his/her immediate supervisor (See Performance Appraisal)
- d A system for periodic salary review evaluating any or all of the following merit, seniority, or change in job duties or classification

Upon completion of the six-month probationary performance review and following a performance appraisal, new employees may be eligible for a salary review. From that point forward, each employee's salary will be reviewed on an annual basis, coinciding with the performance evaluation held during May of each year. Subject to the ASPIRA National Board of Directors' approval of salary increases in the National Office annual budget, the National Executive Director may grant a salary increase based on a satisfactory performance appraisal.

From time to time, ASPIRA may transfer employees from one job to another. These reassignments may be initiated by the organization, or by the employee with the approval of the organization. Reasons for transfer include, but are not limited to, lack of division work loads, promotion, better utilization of staff, health consideration or personal preferences

Employees will be notified of possibilities for transfer by the position openings which are posted in ASPIRA's kitchen area before positions are formally announced to the public.

All transfer requests must be approved by the National Executive Director in writing.

SUBJECT: Work Hours

II:9

ASPIRA observes a 35-hour work week, from 9:00 a.m. to 5:00 p.m., Monday through Friday, with a one-hour lunch period.

In exceptional circumstances, with the National Executive Director's and the supervisor's approval, individual employees may establish work schedules that vary from the ASPIRA standard work week. Variations on hours can be arranged, so long as a 35-hour work week is retained. Staff must be aware, however, that flexible schedules are a privilege and not a right. Supervisors may require staff members to change flexible hour schedules to meet program needs and goals.

Any employee who is unable to report for work because of illness or other emergency should notify his/her immediate supervisor or the National Executive Director as early as possible, preferably by 9:00 a.m., giving the reason for absence or lateness and time of expected return to work. The immediate supervisor must then notify the Office of Finance and Administration of an employee's absence. If the employee's immediate supervisor or the National Executive are not available, the employee should report their absence or lateness to the Office of Finance and Administration. Any change in expected return must be reported to the employee's supervisor and the Office of Finance and Administration as soon as known.

As far as is possible within the constraints of contract and grant resources, ASPIRA seeks to provide uninterrupted employment to its regular staff. Separation from employment is at times necessitated, however, by conditions such as resignation, dismissal, layoff, discharge for just cause, retirement, or death. Employment at ASPIRA is always "at-will" and terminable at the option of ASPIRA or employee at any time and for any reason or for no reason. ASPIRA policies regarding separation from employment are as follows:

1. Resignation: Resignation is permanent separation from the staff initiated by the employee, with notice submitted to the National Executive Director. Two weeks' notice for non exempt staff and thirty (30) days notice for exempt staff are considered to be the minimums. Both exempt and nonexempt staff are urged to consider the impact of their departure on project objectives and co-workers. These employees are eligible for re-hire.
2. Dismissal: Dismissal is permanent separation from the staff because of the employees' inability to meet acceptable job performance standards. Dismissal should occur only after the employee has been notified, in writing, of the unacceptable performance level and has been given 90 days to improve his/her job performance. Supervisors are responsible for advising the National Executive Director, in writing, of situations which may lead to dismissal. Only the National Executive Director has the authority to dismiss an employee. Dismissed employees are not eligible for re-hire.
3. Layoff: Layoff is separation from the staff through no fault of the employee, and usually occurs because of termination of contract or grant funds or abolishment of a position due to economic constraints. Every reasonable effort will be made to re-employ a laid off employee as employment needs and funding will allow. Employees being laid off will be given a minimum of one month notice. Only the National Executive Director may layoff employees.
4. Discharge for Just Cause: Discharge for just cause is permanent separation from the staff for employee conduct which is harmful to ASPIRA and to other employees. Reasons for being discharged include, but are not limited to, theft of personal or ASPIRA property; vandalism of ASPIRA property; deliberate falsification of records; intoxication, possession, use, or dispensing of illegal drugs; unexcused or excessive absences from work; negligence of duties; and sexual, racial or other harassment. Discharge for just cause must be approved by the National Executive Director. An employee discharged for just cause is not eligible for re hire.

5. **Procedures for Separation (Dismissal, Layoff and Discharge):**

- a. Notice of separation shall be given in writing by the Executive Director containing reasons for dismissal.
- b. At the time of separation, an interview will be conducted by the employee's immediate supervisor, or the National Executive Director (or his/her designee) or both by using the Termination/Separation Advice and Authorization Form (See APPENDIX B). The interview will cover job performance, future reference data, terminal pay and allowances, and personal information on health insurance, unemployment compensation, etc. The employee may not receive his/her final pay until the final authorization form is completed.

SUBJECT: Resignation

II:11

Employees intending to terminate their employment with ASPIRA are expected to submit a letter of resignation, giving as much notice as possible. Two weeks notice is considered a minimum for non-exempt employees. Exempt employees should give at least 30 days notice, if feasible, so that the smooth transition of work and the training of a replacement can occur.

Letters of resignation should be addressed to the ASPIRA National Executive Director with a copy to the supervisor and the Office of Finance and Administration. Upon receipt of the letter of resignation, the Office of Finance and Administration will generate the employee's exit letter advising the resigning employee of the procedures that are required and the impact the resignation will have on his/her benefits, e.g., payment for annual leave, conversion of insurance, etc.

Each departing employee must complete the exit form during the exit interview with the National Executive Director and return all ASPIRA property to the supervisor of the Office Finance and Administration.

Employees are entitled to payment for unused annual leave for the current Fiscal Year. If an employee gives less than the designated notice, they will have been deemed as left not in good standing. The National Executive Director may grant, in individual instances, a shortening of the notice period without affecting the employee's right to terminal annual leave.

SUBJECT: Retirement

II:12

ASPIRA employees are eligible to retire at a normal retirement date which is the last day of the month following the date age 65 is attained. An employee may elect early retirement on or after the date he/she attains age 55, or may be allowed to continue employment past the normal retirement age.

SUBJECT: Hiring of Temporary Personnel

II:13

At times, a project's budget allows the hiring of temporary personnel to accomplish a specific goal or project. In the case where temporary personnel is needed, the following procedure is to be followed:

Staff is to fill out a request form for the use of any temporary personnel and pass it on to the Office of Finance and Administration who will assess funding availability and advise the National Executive Director who gives final approval. The request for temporary personnel form includes a description of activities to be performed by the temporary personnel, states the length of time the temporary personnel is needed (a specific number of hours and/or days) and the budget the person's services will be charged to (See APPENDIX C). Additional forms are available in the Office of Finance and Administration

The Office of Finance and Administration maintains official personnel records for every staff member. D.C. Law requires that these records be kept for a minimum of three years.

Employees should promptly report in writing to the Office of Finance and Administration any changes in home address, telephone number, and the name, address, and telephone number of a person to be notified in the event of an emergency. Additionally, changes in name, marital status, and dependents should be promptly reported to the Office of Finance and Administration for purposes of changes in income tax status, tax exemptions, and benefits.

Employees have the right to inspect their personnel files. Individual files are also available for inspection by an employee's supervisor.

INQUIRIES: All telephone calls requesting verification of employment are to be directed to the Office of Finance and Administration. The Office of Finance and Administration will verify in writing only the following information reported to creditors and employers by an employee: date of employment, position held, annual gross salary, and social security number. Employees who do not wish to have this information verified should notify the Office of Finance and Administration in writing.

ASPIRA employees are not authorized to release home addresses and telephone numbers of other ASPIRA employees.

III PERSONAL CONDUCT

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SUBJECT: Employee/Subordinate Relationships

III:1

No ASPIRA employee shall make a request of any subordinate to perform duties of a personal nature, e.g., running of personal errands, preparing personal correspondence, etc.

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Strategic Plan of the ASPIRA Association 1998-2003

A Guide to Action for the ASPIRA Association

December 1997

PREFACE

The Context

As ASPIRA enters the 21st century, it finds itself in a society, and a Puerto Rican and Latino reality, which is fundamentally different from the one in which it was founded almost four decades ago. The globalization of the economy -dominated by extraordinary and rapidly changing technology- have radically transformed the nature of work and the workplace. The knowledge and skills that our youth will need to succeed in this new economy are very different from those that our first *ASPIRANTES* required, and demand profound changes in the education they receive. However, even as knowledge and skills requirements grow exponentially, and when much is said about raising standards and world-class achievement, the educational attainment of Puerto Rican and Latino youth is still among the worst of any group in the country. A significant number of Puerto Rican and Latino youth cannot attain academically at even minimally acceptable levels. Schools are re-segregating and with it, our children are ending up in the poorest schools -schools that lack qualified and committed teachers, high quality educational resources, and the safe, nurturing environment all students need to achieve. Moreover, gangs, violence among youth, drugs, and teen pregnancy, are all on the rise. As a result, the exceedingly drop-out rate, the growing disparities in achievement between Latinos and non-Latinos, the stagnant college participation and graduation rates all remain unabated.

In many of our Puerto Rican and Latino communities, as well as in communities in Puerto Rico, economic development has seriously lagged. Conditions for many Puerto Ricans in U.S. cities, even after almost 50 years, have worsened rather than improved, and the economic gap is widening rather than narrowing. Poverty and despair in our inner city communities is pervasive, and with it, our people lack a decent education, housing, access to health care and, above all, hope. The purchasing power of the Latino community today exceeds \$300 billion, but our low-income communities have failed to

1. Outside Employment: ASPIRA employees are expected to devote their work efforts and energies toward the accomplishment of commitments and obligations to ASPIRA. Employees considering outside employment should recognize that it must not impede their ability to fulfill obligations to the ASPIRA National Office.

In order to prevent any appearance of conflict of interest regarding outside employment, it is a policy of ASPIRA that all employees must receive written approval from the National Executive Director prior to engaging in outside professional employment which have any relevance to their work at ASPIRA.

2. Outside Activities: The ASPIRA National Office supports measures which protect and enhance the freedoms of speech, press, assembly and all other rights guaranteed by the Constitution of the United States of America. Therefore, all staff members of ASPIRA are assured of their full right in any action they take as private citizens. At the same time, employees must make every effort to ensure that their civic action is recognized as the action of a private citizen.
3. In cases where a group of staff members or all staff members decide independently of their employment and work assignments to take a certain stand or commit a certain action, the names of ASPIRA and any other registered marks, The ASPIRA Association, Inc. must not be used in referring to themselves.

Each employee and those engaging in outside employment or activities remains fully and personally responsible for using discretion to avoid any conflict or appearance of conflict with established policies and mission and goals of the ASPIRA Association, Inc. National Office.

SUBJECT: Affirmative Action

III:3

ASPIRA reaffirms its policy of providing equal employment opportunity in all aspects of the employer-employee relationship—including recruitment, employment, promotion, training, education assistance, compensation, benefits, transfers, discipline, layoffs, and termination of employment. ASPIRA will not discriminate because of age, race, color, religion, gender, sexual orientation, matriculation, national origin, handicap, or against special disabled veterans or veterans of the Vietnam era. Also, ASPIRA prohibits sexual harassment in any form (See Policy Statement on Sexual Harassment). In addition, it is our policy to ensure that maximum opportunity is offered to minority and women business enterprises to participate as suppliers and contractors in our activities. Failure to comply with ASPIRA's Affirmative Action policy may result in disciplinary action up to and including dismissal.

This Strategic Plan is an effort by the ASPIRA Association to set the direction it will take into the 21st century and beyond

A Plan for the ASPIRA Association

Strategic planning has consistently been a major part of ASPIRA's practice and management since its inception over 36 years ago. Conscious of the constant changes that occur within the Puerto Rican and Latino community, of the needs of the youth that ASPIRA serves, as well as of changes in the external funding and public policy environment, each ASPIRA Associate and the ASPIRA National Office, have consistently invested a significant amount of time and effort in analyzing its environment, reviewing its effectiveness, and identifying goals, objectives and strategies to best further their mission. This long history of investment in strategic planning accounts, to a large extent, for the effectiveness and continuous growth of the organization and for having the capacity to develop a Strategic Plan such as this one.

While each of the organizations in the ASPIRA Association, including the ASPIRA National Office, has always developed individual strategic and on-going plans over the years, **there has never been a systematic attempt to develop a national strategic plan for the ASPIRA Association as a whole.** The Association had not engaged in developing a plan that, while recognizing the uniqueness, special circumstances, diverse interests, and absolute autonomy of each Associate, would serve to set direction for the *entire* ASPIRA Association and serve as a guide for the planning and development of each of its members.

The Strategic Plan contained herein stems from, and builds on, this long tradition of self-review and planning at ASPIRA. Most importantly, it represents a major new step for ASPIRA as an Association. It is the first attempt in ASPIRA's 36-year history and in the 20-year history of the Association, to develop a *national* plan for the ASPIRA Association as a national organization.

This Strategic Plan collects nearly two years of Association-wide analysis and discussions, led by the National Board of Directors, which involved the Executive Directors and ASPIRA staff and our *ASPIRANTES* at all levels. It was developed in two retreats of the National Board of Directors -dedicated exclusively to strategic planning- held at Educational Testing Service (ETS) in 1996 and 1997. After considerable discussion at the Associate level, the Plan was approved by the National Board of Directors at its meeting on _____, 1998.

ASPIRA is committed to maintaining a drug-free workplace and environment. ASPIRA policy prohibits the unlawful manufacture, sale, distribution, possession, or use of controlled substances, including illegal drugs and narcotics on ASPIRA premises and work sites. In addition, addiction to or abuse of prescription drugs or alcohol that results in impairment to an employee's job performance will be treated as a violation of this policy.

ASPIRA recognizes the danger of substance abuse for workers and the public, and the impact it has on motivation and overall job performance. Employees experiencing problems resulting from substance abuse and/or dependency must seek the aid of their private physicians and/or organizations and agencies that provide drug and alcohol abuse prevention and treatment services. In addition to its health benefits program, ASPIRA will provide information on channels of assistance available. It is, however, the employee's responsibility to seek help.

The specific procedures which will be followed after the determination of an employee's violation of this Substance Abuse Policy are as follows:

NOTE: The determination that an employee has violated this Substance Abuse Policy may be made upon the basis of direct observation, a criminal conviction, or the employee's own admission.

1. Except for employees who voluntarily identify themselves as users of illegal drugs or as an alcohol abuser, obtain appropriate counseling and rehabilitation, and thereafter refrain from illegal drug use, ASPIRA will, upon first confirmed determination that an employee has violated the Substance Abuse Policy, reprimand the employee in writing. Said reprimand will include a statement about the dangers of drug or alcohol abuse in the workplace, referral to existing drug/alcohol counseling and rehabilitation programs in the area, and penalties that may be imposed upon further violation of the prohibition. The employee will be required to enroll in drug/alcohol abuse assistance or rehabilitation program approved for such purposes by the Federal, State, local health, law enforcement or other appropriate agency, and to provide evidence of participation in such a program. The ASPIRA Association, Inc. is required by law to notify the federal contracting agency within 10 days after receiving notice of a conviction for a drug offense occurring in the workplace.

Basic Premises of the National Planning Process

As the ASPIRA Association engaged in this national strategic planning process, there were two basic premises that were explicitly recognized at the outset and that set the overall framework of this Strategic Plan

- The ASPIRA Association is a confederation of independent organizations (ASPIRA Associates) that, although united in voluntary association through the ASPIRA Association *Articles of Association* are autonomous. It is the Board of Directors of each Associate that determines the goals, policies, programs, practices, and organizational structure of the organization, within the general parameters set in the Articles of Association and the By-Laws of the Association.
- Though all ASPIRA Associates share the basic mission, principles and core strategies of ASPIRA for empowering and developing the Puerto Rican and Latino community through the education and leadership development of its youth, each is unique. Each Associate is set within a distinct social, economic and political environment that determines the needs of its youth and the strategies required to attain its mission. Each Associate has a distinct organizational history and organizational structure, and each has an established set of programs, interests and unique capabilities.

Therefore:

- The Strategic Plan for the ASPIRA Association must be the result of the *consensus* of all the ASPIRA Associates, produced through the collective analysis and incorporating the experience and wisdom of all ASPIRA Associates.
- Based on the fundamental principles contained in the ASPIRA Association Articles of Association, the Strategic Plan of the ASPIRA Association must set forth the overarching vision, direction, and strategies for attaining ASPIRA's overall mission as a national organization. It must incorporate, bring together, and build on, the vision, goals, programs and organizational capabilities of each and all of the ASPIRA Associates, to set the overall direction of the Association. Therefore, *it is not a plan for the each or any of the ASPIRA Associates, nor is it the plan of the ASPIRA National Office.* As such, the Strategic Plan of the ASPIRA Association is a *general guide* for the Associates in their individual planning and development processes.
- The role of the National Board of Directors in national strategic planning is to bring together the collective thought and experience of the ASPIRA

2. Upon a second determination that the employee has violated the Substance Abuse Policy, or upon the employee's refusal to obtain or successfully complete counseling or rehabilitation or once having completed counseling or rehabilitation, failing to refrain from activities prohibited by this Substance Abuse Policy, ASPIRA will follow the procedures for employee Discharge for Just Cause as specified in the Administrative Manual.

The confidentiality of all issues related to an employee's efforts to recover from substance abuse and/or dependency problem will be protected, particularly in regard to the employee's performance appraisals. An employee's ability to fulfill the requirements of his/her position is to be weighted in terms of the categories and factors set forth on ASPIRA's Performance Evaluation Form.

SUBJECT: Smoking

III:5

ASPIRA prohibits smoking in all work areas and floors where ASPIRA offices are located.

ASPIRA prohibits sexual harassment of its employees in any form, whether physical or verbal, committed by supervisory or non-supervisory personnel. This includes, but is not limited to: offensive sexual flirtation, advances, proposition, verbal abuse of a sexual nature, "off color" jokes, graphic verbal commentaries about an individual's body, sexually suggestive objects or pictures in the workplace, and physical contact or gestures of a sexual nature.

No supervisor shall threaten or insinuate, explicitly or implicitly, that an employee's submission to or rejection of sexual advances will in any way influence any personnel decision regarding that employee's employment, evaluation, compensation, advancement, assigned duties, or any other condition of employment or career development.

Sexual harassment in the workplace by any employee will result in disciplinary action up to and including dismissal and may lead to personal, legal, and financial liability. Any employee who believes he/she has been sexually harassed should immediately bring the matter to the attention of his/her supervisor and/or the Office of Finance and Administration. All discussions between employees and the Office of Finance and Administration are private and are held in strict confidence. ASPIRA's procedure is that all such complaints will be investigated promptly by the National Executive Director or the Office of Finance and Administration, and corrective action will be taken promptly upon verification of the allegations. No employee will suffer retaliation or intimidation as a result of using this procedure.

BASIC PRINCIPLES

In the review of ASPIRA's mission, the Association has reaffirmed fundamental principles that will guide it into the 21st century

ASPIRA: An Inclusive Puerto Rican Organization

Over 36 years ago, ASPIRA was founded by Puerto Ricans to foster the development of the Puerto Rican community. Its basic philosophy, vision, programs and services, have deep roots in Puerto Rican culture. Moreover, in its three decades of expansion, ASPIRA has grown mainly in Puerto Rican communities across the country, and for many years, served the Puerto Rican community and Puerto Rican youth almost exclusively.

Over the past several years, however, ASPIRA has expanded its services to other Latino communities and to youth from a broad range of Latino backgrounds. By the mid-1980's ASPIRA formally recognized that it must broaden its scope to serve other Latino communities. This move to expand beyond the Puerto Rican community has helped thousands of non-Puerto Rican Latinos in all ASPIRA states. It has also generated discussion about the fundamental focus of ASPIRA as a service organization. After years of discussion, a consensus has been reached.

The ASPIRA Association reaffirms that it is fundamentally a Puerto Rican organization. Because of its origin, development and culture—having emerged from the Puerto Rican community to serve the Puerto Rican community— as well as because of the persistent needs of our own Puerto Rican youth, it should remain focused on the Puerto Rican community and Puerto Rican youth.

ASPIRA recognizes, however, the needs of other Latino communities and other Latino youth in the states that it serves, and that ASPIRA has a process that can be effective in helping to empower and develop other youth and other Latino communities. Therefore, ASPIRA recognizes that it has a responsibility to other Latino youth and communities, and believes that it must be inclusive. **ASPIRA's doors must be open to all Latino youth that can benefit from its programs and services.**

Youth and the Development of the Community

The philosophy that determines the goals, objectives and activities of ASPIRA undertaken by the organization rests on the basic premise that Puerto Ricans and other Latinos, as a community, have the collective potential to develop their own human and material resources that will permit them to share in the social, economic and political benefits and responsibilities of the larger society. It is through the empowerment of the Puerto Rican and Latino community that it can develop this potential and that the

The employee complaint and grievance procedure are mechanisms for staff to resolve employee complaints between the employee and their supervisor in an equitable manner. It is anticipated that most conflicts and problems can be worked out informally between the employee and supervisor.

No full-time, regular employee shall be prohibited or restrained from using these procedures.

1. Employee Complaint Procedure:

- a. The grievance procedure is initiated by an employee bringing a problem to the attention of the immediate supervisor orally or in writing. The complaint must be made within ten (10) working days of the occurrence of the problem:
- b. The supervisor and the employee are urged to make every effort to resolve the problem.
- c. Within five (5) working days of the complaint, the supervisor shall inform the employee, in writing, of the decision.

2. Filing a Grievance to the Grievance Review Committee:¹

- a. If the employee is dissatisfied with the supervisor's written decision, a grievance may be filed with the Grievance Review Committee.
- b. The grievance must be filed within ten (10) working days of the oral decision. The grievance must state as many specifics as possible.
- c. The Committee will conduct a hearing of the grievance within one month of receipt of the employee's request. The Committee will assign a fact finder to assemble all available facts surrounding the grievance. Furthermore, the employee and the supervisor will be given an opportunity to present evidence at the hearing. The hearing will be informal.

¹ The Grievance Review Committee shall consist of two staff members (one exempt and one non-exempt), elected by the staff at the beginning of each fiscal year, one alternate chosen by the complainant (exempt or non-exempt), and the National Executive Director sitting ex-officio.

community can develop and thrive. Moreover, it is by providing Puerto Rican and Latino youth with access to a quality education and through the development of their leadership, that this potential can be realized

Hence, ASPIRA reaffirms that the future development and wellbeing of the Puerto Rican and Latino community, rests with its youth and that Puerto Rican and Latino youth must remain at the center of all ASPIRA efforts.

AN ASPIRANTE

It is ASPIRA's purpose to provide for the development of Puerto Rican and Latino youth who

- *Has the skills to succeed academically, both in school and/or in college, as well as in the workplace.*
- *Is committed to service to the community and to be an advocate for the community.*
- *Knows him/herself, is proud and knowledgeable of his/her Puerto Rican and Latino heritage, and is bilingual.*
- *Recognizes and values diversity in his/her community and in society at large.*
- *Is a positive role model for his/her peers and for Puerto Rican and Latino youth.*
- *Has the organizational and leadership skills to lead a productive life and to effectively advance the development of the Puerto Rican and Latino community.*
- *Is knowledgeable about his/her community and is resourceful in drawing on the resources within and outside the community to advance its development.*

The ASPIRA Process

The *ASPIRA Process*, devised over 36 years ago, and refined over decades of working with thousands of youth, sets forth that, to become effective leaders, youth must be aware of themselves -of their current situation and challenges, of their goals and aspirations, and of their potential for success and leadership- and be aware of the community that surrounds them. Once aware, youth must analyze both themselves and their communities, become knowledgeable about them, and be able to propose solutions

III:7

- d. If a grieving employee works under the direction of a member of the Grievance Review Committee, that member shall not participate in the grievance review. The remaining two members of the Committee will appoint a third employee to serve on the Committee for that grievance.
- e. After the meeting, the Committee will notify the employee of its decision in writing. A decision must be reached by the Committee within five (5) working days of the meeting.
- f. Within ten (10) working days of the receipt of the grievance decision, the employee may bring the grievance before the National Board of Directors by forwarding a written communication to the National Chair.
- g. The National Chair must render a final decision in writing with a copy to the National Executive Director within sixty (60) days to the grievant

It is the policy of ASPIRA not to discriminate against any individual because he/she has received a positive test for antibodies to an HIV Virus or has been diagnosed as an AIDS or AIDS Related-Complex patient. As long as the employee is physically and emotionally able to meet the requirements of the job, he/she will remain entitled to employment at ASPIRA.

In accordance with this policy, it is the intention of ASPIRA to protect the rights and privacy of any individual and all employees with regard to physical condition and/or course of medical treatment.

IV PAY PRACTICES

| | |
|---|------|
| Pay Period | IV:1 |
| Employee Payroll Withholdings | IV:2 |
| Overtime Hours | IV:3 |
| Time Sheets (Time and Attendance Forms) | IV:4 |
| Reimbursement for Employee Expenses | IV:5 |
| Travel Requests | IV:6 |
| Conferences and Seminars | IV:7 |
| Honoraria | IV:8 |

SUBJECT: Pay Period

IV:1

ASPIRA employees will be paid bi-weekly on Friday. If a Friday payday falls on a holiday, pay checks will be distributed the previous day.

The payroll period runs from Monday of the first week through Friday of the following week.

If an employee is not present when checks are distributed, the check may be obtained from the Office of Finance and Administration. Employees are required to submit their bi-weekly time sheet to the Office of Finance and Administration in order to receive their pay checks.

SUBJECT: Employee Payroll Withholdings

IV:2

No deduction will be made from wages except those authorized by law, or which are authorized in writing by the employee.

1. Required Deductions: All Regular appointment ASPIRA employees are subject to the following deductions from their pay:
 - a. Federal, State and City Income Tax and/or similar withholdings required by law. These deductions are made from each paycheck.
 - b. Social Security or Federal Old Age and Survivors Insurance (F.I.C.A.) - a program required by federal law which provides income for a worker and his/her family upon retirement or death. Deductions are made from each paycheck.
2. Voluntary Deductions: Voluntary deductions for purposes such as pension plans are available to employees if desired.
3. Wage Statements - ASPIRA will notify its employees at the time of hiring of the rates of pay, and with every salary payment will furnish each employee with a statement of wages that lists gross wage, deductions and net pay. Upon the request of an employee, ASPIRA will provide an explanation of how such wages are computed. ASPIRA will also indicate on the wages statement the number of hours worked, the rate paid, and allowances, if any, claimed as part of the minimum wage.

SUBJECT: Overtime Hours

IV:3

Nonexempt employees who are authorized in advance by their supervisors to work beyond the normal 35-hour work week will be paid regular rate for hours worked over 35 and up to 40 hours, and time and one-half for hours worked in excess of 40 hours per week. Employees must have the prior approval of their supervisor and the National Executive Director to work beyond 40 hours a week. Exempt employees are not eligible for overtime compensation.

The non exempt employee may take compensatory leave in lieu of overtime payment; however, under the Fair Labor Standards Act of 1938, such leave must be taken during the same pay period in which it is earned in order that total hours worked in a week do not exceed 40.

The District of Columbia Regulations governs all overtime compensation as well as any other pertinent personnel requirements.

All employees are required to complete a bi-weekly Time and Attendance form, which must be approved by their supervisors and submitted to the Office of Finance and Administration by noon Friday at the end of each pay period. (See APPENDIX D).

Hours worked for each project, holiday, sick and annual leave hours used must be recorded on the time sheet.

It is the supervisor's responsibility to ensure the accuracy of the employee's time sheets. Employee's paychecks are generated from these forms, and time sheets that are incomplete or submitted after the deadline could result in delayed payment of an employee's wages.

Time sheets for the following period are distributed by the Office of Finance and Administration upon handing out checks.

ASPIRA's policy of reimbursement follows the basic principle that individuals should neither gain nor lose personal funds as a result of official travel. ASPIRA employees will be reimbursed for all reasonable and necessary expenses that are incurred while on official ASPIRA business. ASPIRA employees must fill out monthly expense reports in order to be reimbursed for expenses incurred as a result of official business done on behalf of the ASPIRA Association, Inc., National Office. All costs must be itemized and supported by receipts. All reimbursable staff expenses must have prior approval from the employee's immediate supervisor. A detailed summary of these must be submitted to the Office of Finance and Administration on an expense account form (See APPENDIX E).

The following are reimbursable ASPIRA staff expenses.

1. Automobile Allowances: Employees using their cars on authorized office business shall be reimbursed for mileage at \$0.25 per mile, as well as for parking and tolls. This will require prior approval from the National Executive Director or his/her designee. Each employee is further required to demonstrate to the National Office that they carry public liability and property damage auto insurance (rental cars paid for with ASPIRA's American Express card are automatically insured). ASPIRA Association, Inc.'s National Board of Directors will periodically review and may adjust the mileage reimbursement rate. Local taxi fare and public transportation shall also be reimbursed at the going rate.

There are certain circumstances which may require an employee to rent a car. Generally, they are: 1) the point of business is not accessible by public transportation; 2) financial savings can be realized by renting a car rather than using public transportation; 3) it is impossible to conduct the business required during a traveler's stay in a particular place if public transportation is used; or 4) other similar rationale can be documented. When a rented car is to be used on a business trip, the National Executive Director must authorize its use.

2. Meal Allowances: When ASPIRA Exempt employees are required to attend meetings, they shall be reimbursed for the cost of meals. When meals are being charged for other people as a result of work assignments, the person responsible must sign the bill, must indicate the program/account to which the bill is to be charged, and, must list the name(s) of the person or group attending. If paid in cash, list names on the monthly expense account form or petty cash slip and attach the receipt.
3. Reimbursement for air and ground transportation, meals and lodging will be made in connection with non-local travel approved by the National Executive Director. Employees and clients are required to maximize ASPIRA's resources when incurring transportation, lodging, meals and other costs. Staff should use the most economical coach air fares and should take advantage of airline

discounts for advance purchase whenever possible. Staff should also consider staying over Saturday night after meetings or conferences, and in some cases staying an additional night to significantly reduce the overall cost of a trip. The traveler may be charged any costs billed to the ASPIRA Association, Inc., National Office if he/she fails to cancel reservations. In general, charges for last minute changes made for personal reasons will be the responsibility of the traveler.

The cost of personal expenses are to be paid for by the traveler. Expenses for a spouse and/or dependents are considered personal expenses.

Cash travel advances may be obtained, if requested by the employee through a Check Requisition Form (See APPENDIX F) and if submitted at least two (2) working days prior to the departure date.

An Expense Account Form detailing all expenses incurred while on travel must be completed and submitted to the Office of Finance and Administration within five working days after return to the office, accompanied with proper documentation. All expenses must be presented, reconciled and the figures balanced to indicate reimbursement to or from the ASPIRA Association, Inc., National Office.

Subject: Travel Requests

IV:6

Oftentimes, ASPIRA employees are obligated to travel to meetings, conferences, and other activities to comply with ASPIRA's mission and objectives. Local travel per se does not require formal authorization. All out of town travel must be approved by the employee's immediate supervisor and the National Executive Director or his/her designee. Employees planning program site visits will notify their immediate supervisor in writing of their intention to travel. If attending a conference or seminar, employees must submit a "Request to Travel and/or Attend Conference/Seminar" form (See APPENDIX G) to the National Executive Director through their immediate supervisor at least one week in advance.

Attendance of ASPIRA employees at regional, national, and state and city conferences and institutes will be at the discretion of their supervisor and shall require his/her prior approval followed by that of the National Executive Director. Priority will be given to employees who will speak or present on behalf of ASPIRA.

A written request from the interested staff shall be presented to their immediate supervisor, stating purposes of the conference and the benefits to ASPIRA (See APPENDIX G). A special effort should be made by the staff to be a presenter at this conference and to seek outside funds to cover these expenses.

An employee who may be invited by an outside agency to lecture or participate in a symposium should refrain from making a commitment prior to discussing such invitation with their supervisor. The employee must make every possible attempt to have his/her expenses covered by the inviting agency. If the employee's participation is directly related to the mission and objectives of the ASPIRA Association, Inc. and payment for transportation and/or any other expenses are not offered, the expenses may be charged to ASPIRA.

Staff shall present a written report on the conference to their supervisor and the National Executive Director within ten working days of the activity. The report should contain

- a. A brief description of the major points discussed which were of interest to the ASPIRA Association, Inc., National Office, the Associates or particular staff members.
- b. The benefits (for the employee and ASPIRA) obtained from attending this activity, i.e., ideas generated, funding sources identified, contacts established, media coverage, etc.
- c. A list of important contacts with telephones and phone numbers, i.e., people who are good speakers, who are in organizations that have similar interests, who work in organizations that can help with funding, etc.
- d. Important publications produced at the conference should be attached and circulated. Forthcoming publications should be noted. The written report should be circulated for all staff to read.

Reimbursement to employees will be made within two (2) weeks of submission of the Expense Account Form and if attending a conference or workshop, the Conference Report. Reimbursements to the ASPIRA Association, Inc., National Office should be made as soon as possible, accompanied by the expense report in the form of a check. Checks should be made payable to the ASPIRA Association, Inc., and shall indicate "Travel Reimbursement".

All expense account and reimbursement forms are available in the Office of Finance and Administration.

The conference report is required in order to process travel and expense reimbursements.

SUBJECT: Honoraria

IV:8

Any honorarium received by staff when conducting business for and on behalf of ASPIRA, i.e., presentations at conferences, participation on advisory committees, etc., shall be contributed to the ASPIRA Association, Inc. In such case, the employee will show on the time and attendance sheet that time devoted to outside work is chargeable to the ASPIRA Association, Inc., National Office as part of the regular work day. Fees received for work not related to ASPIRA in accordance with the Conflict of Interest Policy (See "Conflict of Interest") may be retained by the employee. In such cases, the employee must show on the corresponding time and attendance sheet that annual leave was taken or that the work was accomplished outside normal working hours during the period devoted to outside work for which fees were received and retained by the employee.

V EMPLOYEE BENEFITS

| | |
|---|------|
| Health/Dental Insurance | V:1 |
| Pension Plan/Retirement Plan | V:2 |
| Group Life and Accidental Death/Dismemberment Insurance | V:3 |
| Group Disability Income | V:4 |
| Tuition Refund Plan | V:5 |
| Professional Development (Workshops/Seminars) | V:6 |
| Statutory Benefits | V:7 |
| Annual (Vacation) Leave | V:8 |
| Sick Leave | V:9 |
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| Compensatory Leave | V:13 |
| Jury Duty Leave | V:14 |
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| Inclement Weather Leave | V:16 |
| Holiday Leave | V:17 |

SUBJECT. Health/Dental Insurance

V:1

The ASPIRA National Office offers full-time, exempt and non-exempt employees a comprehensive health plan through the George Washington University Health Plan. After three months of employment, ASPIRA will cover 100-percent of the cost for Hospitalization and Medical Insurance for all full-time employees. Dental insurance is also included in this package. Employees hired prior to January 1, 1993 will continue to receive the health benefits that were effective at the time of hire. Detailed information regarding specifics of coverage are available to all employees in the Office of Finance and Administration. Employees are encouraged to seek additional information on this employment benefit.

Health and Dental care coverage ceases on the last day of the month an employee is separated from ASPIRA. A person wishing to continue standard health care coverage may do so if he/she desires. Information on the possible continuation of this benefit is also available in the Office of Finance and Administration.

SUBJECT: Pension Plan/Retirement Plan

V:2

After six months of employment, full-time exempt and non-exempt employees are eligible to join the ASPIRA's Mutual of America Pension Plan. If the employee so desires, ASPIRA will contribute the equivalent of five percent of the employee's gross base salary per pay period towards the plan. The contribution to the pension plan is not deducted from the employee's salary. Upon separation, and after three years of employment, the employee will be entitled to receive the vested amount balance in a single-sum payment. Additional contributions of an employee's salary, if so desired, may be contributed to this plan. At any time upon separation, the employee is entitled to receive their own contributions to the pension plan.

The normal retirement age for this plan is 65, although an employee may wish to receive retirement benefits any time on or after the date they reach age 55. Upon retirement, the total value of an employee's individual account, including interest and investment earnings will be applied to purchase a uniform monthly annuity to provide their retirement income.

If an employee takes a leave of absence after the probationary period, upon return to ASPIRA, they will be immediately included in the plan.

Additional information regarding the Pension Plan can be obtained from the Office of Finance and Administration.

SUBJECT: Group Life and Accidental Death and Dismemberment Insurance V:3

Exempt and Non-exempt employees, after six months of employment, begin to be covered by ASPIRA's group life insurance plan through The American Life Insurance Company, a subsidiary of Mutual of America Life Insurance Company. In the event of death from natural causes, a death benefit equal to one time the employee's annual salary will be paid to the employee's beneficiary. In the event of accidental death, the benefit payable is two times the annualized salary, etc. The cost of this benefit is assumed by the ASPIRA Association, Inc., National Office.

Life insurance coverage ceases after the employee's separation date from ASPIRA or upon retirement. An employee may wish to convert coverage under the American Life Insurance Company policy if he/she wishes to do so. Employees are encouraged to seek additional information regarding ASPIRA's life insurance coverage, which is available in the Office of Finance and Administration.

SUBJECT: Group Disability Income

V:4

Exempt and Non-exempt ASPIRA employees with six months of employment will also be covered for long-term disability through The American Life Insurance Company. If, due to injury or sickness, an employee is unable to perform the duties of his/her occupation, the employee will receive monthly disability income benefits equal to 60% of the annual salary beginning six months following the onset of the disability, and until an employee reaches the age of 64 and 5 months. These benefits are to continue for as long as an employee continues to be totally and permanently disabled. In no event will the disability benefit be less than \$50 per month. ASPIRA assumes the total cost of this benefit.

This benefit ceases upon retirement, or upon the last day of active employment at ASPIRA. Unlike Group Life Insurance, Group Disability coverage cannot be converted to an individual contract when employment with ASPIRA terminates.

Additional information regarding ASPIRA's Group Disability Income is available to employees in the Office of Finance and Administration.

It is the policy of ASPIRA to assist staff members to further their education and training only in areas of organizational need if such study can be of assistance to them in their work. Subject to the availability of funds, the agency may assist employees with regular, full-time appointments by reimbursing one-half of the expenses not to exceed \$2,000 per calendar year for tuition and fees for credits/courses taken at accredited educational institutions.

To request tuition reimbursement, an employee must submit a written request to the National Executive Director through their immediate supervisor prior to enrolling. If the request is approved by the National Executive Director, a memorandum of understanding will be formed between ASPIRA and the interested employee which states the terms of the agreement (See APPENDIX H). Employees will be reimbursed upon the completion of the course work and/or upon submission of official proof of the attainment of a grade of "c" or better at the end of each semester.

The employee is expected to work full-time at ASPIRA for the duration of their coursework. If an employee benefits from the tuition refund plan for 100% of the credit hours needed to obtain a degree, he/she will commit to working full-time at ASPIRA for a defined period of time following the completion of their degree: three (3) years for a Bachelor's degree, two (2) years for a Master's degree and three (3) years for a Doctorate. If the employee decides not to complete the degree program or class, the employee still must remain at ASPIRA for one month per each credit hour completed at the time he/she terminates his/her studies. If an employee decides not to remain employed by ASPIRA for the duration of time it takes to complete the class or degree program, the employee is obliged to reimburse ASPIRA for all the funds provided to him/her for tuition and fees for all courses taken.

Employees not pursuing a degree program are eligible for assistance for only three credit hours in a twelve-month period.

In a situation of limited National Office funds when more than one employee is seeking tuition reimbursement, participation in the tuition refund plan will be determined on the basis of seniority.

ASPIRA seeks to assist staff in developing their skills in areas that can be of assistance to them in their work. As funding permits, ASPIRA may cover reasonable costs for short workshops and seminars for regular, full-time employees. Approval of each workshop or seminar must be obtained from an employee's supervisor and final approval must be obtained from the National Executive Director. The employee seeking professional development must fill out a request form to receive approval (See APPENDIX G).

Staff shall present a written report on the workshop or seminar to the National Executive Director within ten working days of the activity. The report should contain:

- a. A brief description of the major points discussed which were of interest to the ASPIRA Association, Inc., National Office, the Associates or particular staff members.
- b. The benefits (for the employee and ASPIRA) obtained from attending this activity, i.e., ideas generated, funding sources identified, contacts established, media coverage, etc.
- c. A list of important contacts with telephones and phone numbers, i.e., people who are good speakers, who are in organizations that have similar interests, who work in organizations that can help with funding, etc.
- d. Important publications produced at the activity should be attached and circulated. Forthcoming publications should be noted. The written report should be circulated for all staff to read.

As with tuition reimbursement, if National Office funds are limited, decisions on which employees will receive approval for professional development workshops or seminars will be made on the basis of seniority.

ASPIRA provides the following benefits to all employees as required by applicable federal and local laws:

1. Social Security : All ASPIRA regular and part-time employees are covered for Old Age and Survivor Benefits under the federal Social Security program established by the Federal Insurance Contributory Act (FICA).

ASPIRA and the employee contribute equally a statutory percentage of salary to the program. The percentage may vary from year to year.

The program provides retirement income, survivors' benefits in the event of the employee's death, health insurance and disability income for eligible employees and their families.

2. Workers' Compensation : ASPIRA provides workers' compensation insurance for all employees in accordance with the D.C. Worker's Compensation Act of 1979. This insurance, underwritten by the Federal Insurance Company, provides medical treatment and salary loss benefits for work-related injuries and illnesses.

To protect employees, all work-related illnesses or injuries, regardless of severity, must be reported to the supervisor and the Office of Finance and Administration immediately. The Office of Finance and Administration must report all work-related injuries and illnesses to the Department of Labor within ten working days. Appropriate forms and additional information are available in the Office of Finance and Administration.

3. Unemployment Compensation : ASPIRA is subject to the provisions of the District of Columbia Unemployment Compensation Act. Unemployment Insurance is available to employees who are dismissed (fired) for unsatisfactory work performance, but not if fired for just cause.

Employees are encouraged to review the provision of these benefits. Please check with the Office of Finance and Administration for additional information.

Employees who are on full-time, Regular appointments earn Annual Leave. Annual Leave is primarily intended to provide each employee with full opportunity for rest and relaxation each year. It is also available for absences from work, with pay, for the conduct of personal business.

After one year of service in the ASPIRA National Office, all Regular, full-time employees will be granted Annual Leave with full pay not to exceed ten (10) working days in any one calendar year. After two (2) years of service, employees will be granted fifteen (15) days of Annual Leave, and after five (5) years, twenty (20) days. Employees hired prior to January 31, 1993 will be granted Annual Leave with full pay not to exceed twenty (20) working days in any one calendar year. Employees are encouraged not to take more than two (2) vacation periods per year. An employee requesting Annual Leave must fill out a "Leave Authorization Form" (See APPENDIX I), have the Office of Finance and Administration confirm they have accumulated the amount of leave they are requesting, and have the request approved by the National Executive Director.

1. Vacation Periods : Regular full-time employees who have been on payroll for one year may be granted full vacation at any time during the following year. Employees are encouraged to schedule their vacations at some point between June 1 and August 31 and December 1 through January 15. No vacations may be taken by ASPIRA Regular, full-time employees during their probationary periods. A Leave Authorization Form shall be presented to and approved by the staff's immediate supervisor prior to taking any vacation leave. Vacation periods are always subject to the prior approval of the National Executive Director or his/her designee. Due to varying work schedules in different program areas, there are periods when vacations cannot be approved.
2. Vacation Equity Upon Separation : In the event of a resignation, layoff or dismissal, the employee is entitled to receive payment at his or her regular rate of pay for all unused earned vacation.
3. Accrued Annual Vacation : All earned vacation must be used during the fiscal year in which it is earned except for a maximum of five (5) days, which may be carried over into the next fiscal year. Vacation accrual beyond five days is strongly discouraged, but if it becomes necessary to request waiver of the accrual provision, prior written approval from the National Executive Director is required. No financial remuneration will be granted for unused accrued vacation.

4. Vacation During Probationary Period : Vacation leave will accrue for each month of continuous service during the probationary period and throughout the duration of employment at the rate of five-sixths (5/6) of a day per month. Employees hired before January 31, 1993 will accrue vacation at the rate of one and two-third (1 and 2/3) days per month for each month of continuous service. During the probationary period, employees will not be eligible for vacation or annual leave.

Pay checks will be given to employees upon departing on annual leave, provided the funds are available and that the Office of Finance and Administration is notified of the request at least two weeks prior to the employee's departure. Vacation salary covers the pay period, and the corresponding amount for the period during which the employee will be on vacation.

Non-Salaried, contractual and Part-Time employees are not eligible for annual or vacation leave.

All persons employed on a regular basis will earn, for personal illness, sick leave with pay not to exceed fifteen (15) working days in any one fiscal year. Saturdays, Sundays and holidays will not be charged against this allowance. Full-time staff, upon completion of their probationary period, accrue sick leave on the basis of one and one-fourth (1-1/4) days for each month of continuous service. Sick leave will not be accrued until an employee has completed his or her probationary period.

Sick leave may be used either in the case of personal illness or medical appointments and must be authorized by the employee's supervisor. In the case of an employee taking Sick Leave, the following procedure is to be taken:

1. An employee should report to his/her Immediate supervisor and/or the National Executive Director by telephone as early as possible, preferably by 9:00 a.m., on the first day of an illness. The employee is required to keep his/her supervisor informed of the progress of his/her recovery and the approximate date of return to work. A "Leave Authorization Form" (See APPENDIX H) shall be completed by the employee within three (3) working days after returning to work.
2. Any employee who is frequently or periodically absent due to illness may be asked to furnish a physician's statement showing what steps are being taken to overcome the cause of the repeated absences.
3. Absence for health reasons which can be anticipated (such as planned surgery) should be discussed as far in advance as possible with the employee's immediate supervisor.

Unused Sick Leave may be carried forward from one fiscal year to the next, up to a maximum accumulation of 45 days. Sick Leave may not be converted into other forms of leave nor into cash payments.

Sick Leave records are maintained in the Office of Finance and Administration and are available for review upon the request of an employee.

ASPIRA complies with the District of Columbia Family and Medical Leave Act of 1990. The provisions of this law are quite complex and cannot be set forth in full herein. However, a copy of this law is available from the Office of Finance and Administration.

In order to learn of your exact right under the D.C. Family and Medical Leave Act, it will be necessary to consult the law itself. The following general statement of the Act's provisions is intended for summary purposes only and should not be relied upon in order to determine how the Act would apply in any particular circumstances.

Under the D.C. Family and Medical Leave Act, all employees in the District of Columbia are required to provide an employee with up to 16 work weeks of unpaid family leave in any two year period for the following reasons: (1) birth of a child of the employee, (2) adoption or placement of a child for foster care or guardianship, or (3) care of a family member with a serious health condition. Up to 16 work weeks of unpaid medical leave are required for employees who have a serious medical condition. The employee, in most circumstances, is entitled to be reinstated to his or her job at the end of any family or medical leave. The Act does permit several restrictions on family and medical leaves, so any employee seeking to take advantage of leaves provided under this law should consult the Office of Finance and Administration prior to any such leave, whenever possible.

ASPIRA permits staff who meet the eligibility requirements of the D.C. Family and Medical Leave Act to use earned annual and sick leave during their absence until such time as the earned leave is depleted. Any leave after that time will be without pay.

ASPIRA recognizes that employees, at some time during their employment, may have a need to be absent from work for periods of varying duration and for a variety of reasons. Leaves of absence are granted employees without pay. The granting of a leave of absence does not guarantee a position with ASPIRA upon return.

Employees who have regular appointments may apply for leave without pay for periods of up to one year to pursue their education.

Requests for leave of absence must be recommended by the employee's supervisor and approved by the National Executive Director at least thirty (30) days in advance.

If the employee's former position cannot be held open, every effort will be made to place the employee in a comparable position.

No annual or sick leave is earned while an employee is on a leave of absence. Employees who return following a leave of absence retain seniority in terms of eligibility for ASPIRA benefits. For instance, an employee returning from leave of absence would continue to accrue annual and sick leave at her/his previous rates.

SUBJECT: Bereavement Leave

V:12

An employee absent due to the death of a member of the immediate family will be paid his/her regular pay rate up to a maximum of three (3) days. Members of the immediate family are defined as parents, stepparents and in-laws, spouse or spousal equivalent, children and stepchildren, siblings, grandparents and grandchildren.

SUBJECT: Compensatory Leave (Comp Time)

V:13

ASPIRA's policy of granting Compensatory Leave (Comp Time) to nonexempt staff is governed by the Wage and Hour law of the Fair Labor Standards Act.

A Nonexempt employee may elect to receive compensatory leave only for hours worked between 35 and 40 hours. If the employee chooses to take comp time in lieu of pay, such leave must be taken during the same pay period in which it is earned. Any hours worked over 40 will be paid one and one-half times the regular hourly rate.

The employee should record compensatory leave on the bi-weekly time sheet.

SUBJECT: Jury Duty Leave

V:14

ASPIRA grants employees who have regular appointments leave with pay to serve on jury duty. ASPIRA employees will not suffer loss of benefits during this time, although they will be obligated to reimburse ASPIRA for any compensation received for their services as jurors

A copy of the summons for jury duty must be given to the National Executive Director along with the request for leave. Employees are expected to report to the ASPIRA National Office in person each day when dismissed from the court when two or more hours are left in the work day.

Employees should record jury duty leave on the bi-weekly time sheet in the blank area noting "jury duty".

SUBJECT: National Guard / Military Reserve Leave

V:15

Any ASPIRA regular employee who is a reservist in the U.S. Military or is required to take summer training with the U.S. Armed Forces, will be granted full pay up to two weeks per year. However, the military salary must be reimbursed to ASPIRA by the employee.

An employee may elect to use vacation time (annual leave) to attend the summer training. In this instance, no deduction will be made from the employee's salary.

In the event of heavy snow or severely inclement weather, ASPIRA follows the policy of the federal government with regard to office closings. Employees should listen to radio broadcasts for current information on the government's decisions regarding office closing or the liberal leave policy going into effect. In the unlikely event of catastrophic weather happening on a day when the government is on holiday but ASPIRA is not, the ASPIRA National Executive Director or his/her designee will make a decision regarding office closing and will communicate this information via phone to program directors.

Time taken off from work by ASPIRA employees on regular appointment due to inclement weather will be handled as follows, unless otherwise directed by the National Executive Director:

1. Late arrivals or early departures of up to two hours will not be charged to Annual Leave.
2. Entire days taken off by employees when the ASPIRA National Office is open will be charged to Annual Leave.
3. In the event of official early dismissals or full-day closings, the hours will be treated as a holiday and employees will be paid in accordance with ASPIRA's holiday pay policy.

Employees on Temporary and Part-Time appointment are not paid for scheduled hours not worked due to inclement weather.

ASPIRA regularly observes the following holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Should any of the above holidays fall on a Sunday, the following Monday will be observed. Holidays falling on a Saturday will be observed on the preceding Friday. The exceptions to this rule will be Federal holidays (e.g. Washington's Birthday), when the day observed by the Federal government will be observed by the ASPIRA National Office.

At the beginning of each calendar year, the Office of Finance and Administration will distribute a list which states on which exact days these holidays fall.

Non-salaried, Contractual or Part-Time employees are not eligible for holiday allowances.

APPENDIX A
The ASPIRA Association, Inc.

DRUG-FREE, SMOKE-FREE WORKPLACE REQUIREMENTS

The ASPIRA Association, Inc., National Office is a drug-free, smoking-free workplace. To ensure the effective implementation of this policy, the following measures are adopted:

1. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the ASPIRA Association, Inc., National Office. Any employee who fails to abide by this prohibition will face the following actions:

a. Except for employees who voluntarily identify themselves as users of illegal drugs, obtain appropriate counseling and rehabilitation, and thereafter refrain from illegal drug use, ASPIRA will, upon the first confirmed determination that an employee has violated the drug-free violation, reprimand the employee in writing. Said reprimand will include a statement about the dangers of drug abuse in the workplace, ASPIRA's policy of maintaining a drug free workplace, referral to existing drug counseling and rehabilitation programs in the area, and penalties that may be imposed upon further violation of the prohibition. The employee will be required to enroll in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency, and to provide evidence of participation in such program. The determination that an employee has manufactured, distributed, dispensed, possessed, or used a controlled substance may be made upon the basis of direct observation, a criminal conviction, confirmed positive results of testing, the employee's own admission, or other appropriate administrative determinations.

b. Upon second confirmed determination of an employee's violation of ASPIRA's drug-free workplace prohibition, an employee will be suspended from work at ASPIRA, until such time as he or she successfully completes counseling or rehabilitation or until ASPIRA determines that action other than suspension is more appropriate to the individual's situation. A second written reprimand will be placed in the employee's personnel file.

c. Upon a third determination that the employee has violated the drug-free prohibition, or upon the employee's refusal to obtain or successfully complete counseling or rehabilitation, or once having completed counseling or rehabilitation, failing to refrain from illegal drug use, ASPIRA will follow procedures for employee termination as specified in this Administrative Manual.

2. Each and every employee of the ASPIRA Association, Inc., National Office will receive a copy of this statement as part of the Administrative Manual of the

ASPIRA Association, Inc., National Office. Upon receipt of the Manual and this policy statement, the employee agrees to abide by the terms of this statement, and to notify ASPIRA of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. ASPIRA will also make available to any employee that so desires literature on drug use and abuse prevention and treatment.

4. The ASPIRA Association, Inc., National Office will notify any Federal or State government agency that so requires, within ten days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace.
5. No smoking will be allowed within the premises of the ASPIRA Association, Inc., National Office.

Appendix B

ASPIRA ASSOCIATION INC.
 1112 16th Street, NW, Ste. 340
 Washington, D.C. 20036

This form must be completed by all employees terminating their employment with ASPIRA. A sign-off by all the office listed below must be presented to the accounting office before a final check will be issued.

NAME: _____ TERMINATION DATE: _____

| | RECEIVED | N/A | SIGNATURE | DATE |
|---|----------|-----|-----------|------|
| IMMEDIATE OFFICE: | | | | |
| Desk & file keys | | | | |
| Files | | | | |
| Equipment | | | | |
| OFFICE OF FINANCE & ADMINISTRATION | | | | |
| ASPIRA Staff Handbook | | | | |
| Office key | | | | |
| GWU Health Plan | | | | |
| Letter of resignation cc | | | | |
| Other keys | | | | |
| Long distance card | | | | |
| Final time sheet | | | | |
| Credit & travel cards | | | | |
| Expense report & travel advances | | | | |
| Annual leave adjustments | | | | |
| Misc. charges | | | | |
| OTHER: | | | | |

| | RECEIVED | N/A | SIGNATURE | DATE |
|------------------------|----------|-----|-----------|------|
| FORWARDING ADDRESS: | | | | |

EMPLOYEE'S SIGNATURE: _____ DATE: _____

SUPERVISOR'S SIGNATURE: _____ DATE: _____

APPENDIX C
The ASPIRA Association, Inc.
HIRING OF TEMPORARY PERSONNEL

Name of ASPIRA staff member making request _____

Request hiring of temporary personnel from _____ AM/PM
date time

to _____ AM/PM for a total of _____
date time days hours

Please describe in detail the proposed activities to be performed
by the temporary personnel:

Budget to charge the temporary personnel's services to: _____

Signature of Employee Making Request

date

Approval of the National Executive Director

date

ASPIRA Association National Office
Time and Attendance Report

Period From: _____ To: _____

[illegible]

| | | | | | |
|----------|--|--|--|--|--|
| SICK | | | | | |
| ANNUAL | | | | | |
| HOLIDAYS | | | | | |
| | | | | | |

[illegible][illegible]

V.S. FORM (8/93)

APPENDIX E
ASPIRA NATIONAL OFFICE
EXPENSE ACCOUNT FORM

NAME: _____

PERIOD: _____ TO: _____

| DATE | DESCRIPTION | TRANSP. -airfare -ground -personal -auto mileage 8010 | HOTEL CHARGES 8011 | MEALS includ. tip 8011 | OTHER (EXPLAIN) -cash outlay -ASPIRA 8012 | TOTAL | CHARGE TO: -dept. no. |
|------|-------------|---|------------------------------|-------------------------------------|---|-------|--------------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Submitted By: _____

Approved By: _____

Total expenses

Less Advance

Amount owed to ASPIRA or
reimbursed to employee
(circle one)

| |
|--|
| |
| |
| |

APPENDIX F
The ASPIRA Association, Inc.

Check Requisition Form

Date _____

Pay to the Order of _____ \$ _____

| Date(s) of Invoice(s) | Description | Amount |
|-----------------------|-------------|--------|
| | | |
| | | |
| | | |
| | Total | |

Requested by

Date _____

Account Codes (For Accounting Dept. Only)

[illegible]

GP FORD

| DEV | USDE |
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| 100 | 100 |

END PHI-MORRIS

AT&T DEWT-WALL

PHS ANH

GE CARNEGIE

HITACHI

| DATE | PROCESSED BY | APPROVED BY | DATE |
|------|--------------|-------------|------|
|------|--------------|-------------|------|

APPROVED BY _____

DATE _____

APPENDIX G
The ASPIRA Association, Inc.

REQUEST TO ATTEND CONFERENCE/SEMINAR

Date _____ Staff person _____

Activity _____ Dates _____

Purpose of Activity:

_____ Present a paper _____ Attend as a participant

_____ Other (specify) _____

Benefit to the ASPIRA Association. Be specific. _____

Cost (estimate dollar amount):

\$ _____ Hotel \$ _____ Food \$ _____ Trans.

\$ _____ Amount covered by sponsoring organization

\$ _____ Amount covered by existing program grant

(indicate which grant _____)

Finance Office: Expenses up-to-date (yes) _____ (no) _____

Supervisor's Approval (approved) _____ (denied) _____

Supervisor's Signature _____

Comments _____

Executive Director's Approval (approved) _____ (denied) _____

Note: Remember that you are required to submit a report within ten days of your return

APPENDIX H
The ASPIRA Association, Inc.

MEMORANDUM OF UNDERSTANDING

TO: ASPIRA Employee

FR: National Executive Director

RE: Memorandum of Understanding - Employee Tuition Reimbursement

DA: Date of Agreement

It is the policy of the ASPIRA Association, Inc. to promote the professional growth of its employees in areas of organizational need, as its financial situation permits. Therefore, ASPIRA Association, Inc. agrees to assist NAME OF EMPLOYEE in (obtaining his/her in NAME OF DEGREE PROGRAM / taking a class in NAME OF CLASS). The ASPIRA Association, Inc. agrees to pay one-half of NAME OF EMPLOYEE's tuition and fees at NAME OF EDUCATIONAL INSTITUTION as he/she (pursues his/her degree / completes this course).

NAME OF EMPLOYEE agrees to remain a full-time employee during the course of his/her studies. NAME OF EMPLOYEE also agrees to remain a full-time employee at the ASPIRA Association, Inc. for one month after each credit hour completed upon completion of his/her (degree program / class). If NAME OF EMPLOYEE decides not to complete his/her (degree program / class), NAME OF EMPLOYEE agrees to remain employed at the ASPIRA Association, Inc. for one month after each credit hour completed at the time he/she terminates his/her studies. Non-compliance with this agreement on the part of NAME OF EMPLOYEE would oblige him/her to reimburse the ASPIRA Association, Inc. for all funds provided him/her for tuition and fees.

ACCEPTED:

NAME OF EMPLOYEE

National Executive Director

Date

Date

APPENDIX I

The ASPIRA Association, Inc.

LEAVE AUTHORIZATION FORM

Name _____

Please authorize leave from _____ date _____ time _____ AM/PM

to _____ AM/PM for a total of _____ days hours

REASON(S): Sick, Annual, Other (please indicate).

Note: Annual leave or any other planned absence requires prior approval from your supervisor and confirmation from the Office of Finance and Administration that the employee has accumulated the leave days they request.

A Sick Leave form must be completed the day an employee returns to work.

Employee Signature Date

Confirmation of Leave (Finance & Administration) Date

Supervisor Approval Date

Comments:



THE ASPIRA ASSOCIATION, INC.
ENDOWMENT FUND
STATEMENT OF INVESTMENT POLICY
GUIDELINES AND OBJECTIVES

February, 1989



An investment in Latino Youth

• The ASPIRA Association, Inc. • National Office
1112 16th Street, NW, Suite 340 • Washington, DC 20036 • (202) 835-3600



THE ASPIRA ASSOCIATION, INC
ENDOWMENT FUND
STATEMENT OF INVESTMENT POLICY
GUIDELINES AND OBJECTIVES

February, 1989

*Formerly ASPIRA of America, Inc.

Associates: Florida, Illinois, New Jersey, New York, Pennsylvania, Puerto Rico

STATEMENT OF PURPOSE

This statement is set forth by the Board of Directors (hereinafter called "the Board") of ASPIRA in order that:

1. There is a clear understanding of the investment policies and objectives of the Endowment Fund ("the Fund").

2. Investment Counsel to be designated by the Fund is given guidance and limitations as to what is expected.

3. There is a basis for the investment process and the evaluation of investment performance.

It is the intent of this statement to establish an investment policy for the Fund that will serve to guide investment counsel toward the performance desired. It is further intended that the objectives be sufficiently specific to be meaningful but sufficiently flexible to be practicable.

GENERAL OVERVIEW

A General Overview of ASPIRA, its goals and mission and the resulting purpose of the Endowment Fund should be stated here.

INVESTMENT PHILOSOPHY

1. Investment of the funds of ASPIRA shall be made solely in the interest of the goals and objectives of ASPIRA and for the exclusive purpose of providing for the future financial stability of ASPIRA.

2. The investment goal shall be an above average rate of return as defined hereinafter to enhance the Fund's assets. The preservation of the purchasing power of these assets is paramount to ensure the financial strength of ASPIRA. Investment return over 3-5 years period, including

growth of income and capital appreciation is to maximize, without undue risk, the amount available to provide said stability. For this purpose, short-term fluctuations in value shall be considered secondary to long term investment yield.

3. The fund shall be invested with the care, skill, prudence, and diligence under the circumstances prevailing from time to time that a prudent man acting in a like capacity and familiar with such matters would use in the investment of a fund of like character and with like aims.

4. The investment of the fund shall be so diversified as to minimize the risk of large losses, unless under particular circumstances it is clearly prudent not to do so. In such an event an affirmative decision shall be obtained from the Board prior to the action.

In order to achieve its investment goals and diversify its assets, the Fund will be structured as a balanced fund in a diversified portfolio of equities, fixed income, cash equivalents, and Real Estate.

3

ENDOWMENT FUND

GENERAL COMMENTARY

The Board of Directors of ASPIRA believes that a balanced and flexible investment approach to portfolio management is required to maximize the long-term total rate of return of this fund. Total return is defined to be the result of capital gains, realized or unrealized, plus income derived from interest and dividends. It is recognized that economic and security market conditions are not constant, but are ever changing and, as a result, ongoing continuing portfolio adjustments will be required in order to maintain asset productivity. Such activity is the underlying premise of active responsive portfolio management.

Objective:

The return from investments should exceed the risk-free rate (as measured by the 90-day T-bill). The level of return is important to the strength of the Fund; it is second only to security in importance. In order to assure that this objective is met, return will be measured against the following three variables:

1. 90-day Treasury Bill
2. C.P.I. for the period
3. The ASPIRA Index, a hybrid index composed of the S & P 500 the Shearson-Lehman Intermediate Government/Corporate Bond Index and the 90-day Treasury Bill, so weighted as to reflect the asset allocation of the Fund for the period.

Minimum Acceptable return over a 12 month period shall be the risk-free rate as measured by the 90-day Treasury Bill. Minimum acceptable return over a market cycle (3-5 years) shall be 300 basis points over the higher of the three variables for the period

The balanced fund counsel is expected to deliver above average investment performance when compared to other managers managing with similar objectives and under similar guidelines.

Guidelines:

The following is the policy of the Board as to the expected asset mix characteristics of the fund:

It is the investment philosophy of the Board that the type of investment assets held by the Fund should vary from time to time in response to changes in the economy and prospects for maximizing the return on the fund. In this regard, investment counsel will have the flexibility of managing asset allocation; up to 50% (at cost) of the fund's assets may be invested in equities at any point in the investment cycle and under such market conditions as counsel deems favorable.

The balance of the fund should be invested in fixed income securities, cash equivalents and Real Estate, in a manner deemed appropriate by investment counsel. At no time shall Real Estate represent more than 15% of the Investment portfolio.

PORTFOLIO CASH FLOW

It is the intent of the Board that unexpected cash flow requirements of ASPIRA be met through the investment return of the Fund. It is therefore required that a minimum of 10% of the fund be invested in cash equivalents at all times.

Interest, dividends and capital gains income shall be reinvested in the Fund with the exception of any need to meet cash flow requirements.

GENERAL POLICYDesignation of Authority:

The Board will not exercise any direct investment control provided that the specific limitations described in these statements are followed. Investment counsel will be held responsible and accountable to the Board of the Fund to achieve the objectives within the policies and guidelines of this statement, as may be modified from time to time by the Board.

Safety of Principal:

It is believed that safety of principal should not be imposed on each individual investment. Instead, the portfolio, taken as a whole, should conserve the purchasing power of the principal over market cycles.

Liquidity:

The trustees will periodically provide investment counsel with an estimate of the cash-flow for future years.

Type of Assets:

The trustees want investment counsel to be free to choose from among the more common trust assets that are available. For example, this list would include:

- a) Common and Preferred stock
- b) Corporate Bonds
- c) U.S. Government Bonds, Notes and Bills
- d) U.S. Government Agency Obligations
- e) U.S. Government Guaranteed Mortgage-Pass-Throughs
- f) Mortgage-backed securities (of all types) if they are of a Government Agency or a rated AAA
- g) Convertible Bonds and Convertible Preferred Stocks
- h) Money Market Funds and Bank-Sponsored Short-term Investment Funds
- i) Commercial Paper
- j) Options in the above Authorized Investments
- k) Real Estate and other Limited Partnership Participations

INVESTMENT MARKETS

Equities:

It is recognized that to improve the probability of achieving the performance goals it may be necessary to seek issues outside the New York Stock Exchange. The use of the American Stock Exchange, and over the counter issues, in addition to New York Stock Exchange issues, is considered acceptable. Also, the use of the following Regional Exchanges is considered acceptable.

- a) Boston
- b) Cincinnati
- c) Midwest
- d) Pacific
- e) Philadelphia

Equities should be managed in a conservative fashion and in a way which over time enhances the overall performance of the fund. Only investment grade securities may be considered for investment, and selected on the basis of fundamental attractiveness.

Growth and stability of earnings and dividends, shall be deemed key elements in the equity selection process. The purchase of preferred and common stocks, therefore, shall be limited to the first four quality grades as established by Standards & Poor's for each category and/or the top 3 quality grades as established by Value Line. The investment manager's style should be no more volatile than market averages; hopefully less so. It is the responsibility of investment counsel to select the turnover needed to achieve the performance objectives. The believes that stocks held need not represent a cross section of the economy. Investment counsel will be allowed to choose the degree of concentration (or lack thereof) in any industry up to a maximum limit of 15% (at cost) and not more than 5% (at cost) in any one company.

Investment counsel will adhere to the investment guidelines set forth under the Sullivan principles.

Fixed Income Investment:

Corporate fixed income investments, other than short term paper, shall be limited to the first three quality grades as established by one or the other of the nationally recognized bond rating services, namely Moody's Investment Services and Standards & Poor's. These three quality ratings are defined as being "Investment Grade" securities, (A,AA,AAA). As a protective constraint,

in no event, at time of purchase, should the debt securities of any one corporation exceed 10% of the assets under management and no more than 5% of assets shall be committed to any single issue. There shall be no limitation in the purchase of U.S. Government Obligations

Investment in Commercial Paper shall be made only if such paper is rated at least P-1 by Moody's or A-1 by Standard & Poor's, there are no position restrictions with respect to U.S. Government and Agency issues. Asset allocation among maturities, quality and market sectors should reflect the manager's view of the market and economic conditions, current and projected interest rate trends and interest rate relationship, as well as consideration of any specific requirements of the Fund

Cash Equivalents

Cash equivalent securities represent a viable alternative for either equities or bonds as a way to reduce portfolio risk, capitalize on investment conditions and opportunities, and provide for meeting cash flow requirements. All cash, wherever and whenever possible, should be invested in interest bearing equivalents.

Real Estate:

The Fund reserves the right to pursue the advisability of investing in real estate. Real Estate Limited Partnerships represent a viable mechanism for investing in Real Estate, to the extent that such partnerships meet the fiduciary criteria of prudence and diversification as stated in this document.

Options:

Options in authorized investments shall be limited exclusively to covered writing and hedging applications which reduce investment risk and enhance income of the fund.

Other Investments:

Investment opportunities will arise from time to time which may not appear on this list. The Board shall evaluate these as they come along in light of existing conditions at that time

Performance will be measured on a total rate of return basis and will be evaluated on a trailing 12 month basis. However, the management will review performance at least quarterly. This review will relate performance vs. overall objectives and other indices that are meaningful relative to these objectives and guidelines. Significant deviation on the down side may lead to a serious consideration of changing investment counsel. The Board, of course, recognizes that losses may occur in individual investments.

The Executive Director, or his representative, will receive, a monthly report of the transactions of the Fund

REVIEW MEETINGS AND COMMUNICATIONS

It is the desire of the Board to meet semi-annually with investment counsel to provide the following:

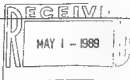
- a. Review the past, present and prospective economic climate in relation to investment strategy.
- b. Allow the Board to understand the investment strategy being used to fulfill the stated objectives.
- c. Permit the Board to understand the risk levels of the securities represented in the portfolios.
- d. Review trends in performance levels in relation to stated objectives.

The Board will advise investment counsel of any significant change in pertinent actuarial information.

Other communication or meetings by investment counsel with the Board and the Board with investment counsel will be as warranted.

Approved by the Board of Directors on _____ day of _____ of 1988.

Glossary of Terms



1. **Buying Power:** amount of money available to buy securities, determined by tabulating the cash held in brokerage accounts, and adding the amount that could be spent if securities were margined to the limit. The market cannot rise beyond the available buying power.
2. **Capital Gain:** difference between an asset's purchase price and selling price, when the difference is positive. when the Tax reform Act of 1986 was passed on a Capital Asset held six months was considered a long-term gain taxable at a lower rate. The 1986 law provided that the differential between long-term capital gain and ordinary income rates be phased out.
3. **Short Term:** investment with a maturity of one year or less. This includes bonds, although in differentiating between short-, medium-, and long-term bonds short term often is stretched to mean two years or less.
4. **Intermediate Term:** period between the short and long term, the length of time depending on the context. Stock analysts, for instance, mean 6 to 12 months, whereas bond analysts most often mean 3 to 10 years.
5. **Long Term:** investment with a maturity of ten years or longer.
6. **T-Bills:** a Treasury bill is a short-term (maturities up to a year), discounted government security sold through competitive bidding at weekly and monthly auctions in denominations from \$10,000 to \$1 million.
7. **Money supply:** total stock of money in the economy, consisting primarily of (1) currency in circulation and (2) deposits in savings and checking accounts. Too much money in relation to the output of goods tends to push interest rates down and push prices and inflation up; too little money tends to push interest rates up, lower prices and output, and cause unemployment and idle plant capacity. The bulk of money is in demand deposits with commercial banks, which are regulated by the Federal Reserve Board. It manages the money supply by raising or lowering the reserves that banks are required to maintain and the discount rate at which they can borrow from the Fed, as well as by its open market operations- trading government securities to take money out of the system or put it in.
8. **Consumer Price Index:** measure of change in consumer prices, as determined by a monthly survey of the U.S. Bureau of Labor Statistics. Many pension and employment contracts are tied to changes in consumer prices, as protection against inflation and reduced purchasing power. Among the CPI components are housing costs, food transportation, and electricity. Also known as cost of living index

9. Shearson Lehman Hutton Intermediate Bond Index: Statistic measure of changes in the intermediate bond market (maturities between 7 and 10 years) created by Shearson Lehman Brothers. It measures the domestic corporate debt, as well as that of the Federal Treasury, with a classification of Baa or better from Moody's and of BBB or better from S & P. Its average maturity is of 4.13 years.
10. Basis Point: smallest measure used in quoting yields on bonds and notes. One basis point is 0.01% of yield. Thus a bond's yield that changed from 10.67% to 11.57% would be said to have moved 90 basis points.
11. Fixed income investment: security that pays a fixed rate of return. This usually refers to government, corporate, or municipal bonds, which pay a fixed rate of interest until the bonds mature, and to preferred stock, which pays a fixed dividend. Such investments are advantageous in a time of low inflation, but do not protect holders against erosion of buying power in a time of rising inflation, since the bondholder or preferred shareholder gets the same amount of interest or dividends, even though consumer goods cost more.
12. Liquid asset: cash or easily convertible into cash. Some examples: money-market fund shares, U.S. Treasury bills, bank deposits. An investor in an illiquid investment such as a real estate or oil and gas Limited Partnerships is required to have substantial liquid assets, which would serve as a cushion if the illiquid deal did not work out favorably.
13. Average Maturity: Given a pool of bonds with maturity clearly defined, its average maturity is the weighted average of the maturities of the bonds included in the pool. Example: \$1,000,000 for 3 years, \$1.5 millions for 5 years, \$2 millions for 7 years. $\$1 \text{ million} \times 3 = 3$, $\$1.5 \text{ millions} \times 5 = 7.5$, $\$2 \text{ millions} \times 7 = 14$. $3 + 7 + 5 + 14 = 24.5$. $1 + 1.5 + 2 = 4.5$. $24.5 / 4.5 = 5.44$ average maturity.
14. Average Life: See Pass through GNMA's. Is the average number of years that each dollar of principal will last before being called. It's the weighted average of time until prepayment of all payments of principal, using the prepayment dollar amounts as the weight factor.
15. Corporate Bonds: debt instrument issued by a private corporation, as distinct from one issued by a government agency or a municipality. Corporates typically have four distinguishing features: (1) they are taxable; (2) they have a par value of \$1,000; (3) they have a term maturity- which means they come due all at once- and are paid for out of a sinking fund accumulated for that purpose; (4) they are traded on major exchanges, with prices published in newspapers.

16. Money Market: market for short-term debt instruments- negotiable certificates of deposit, Eurodollar certificates of deposit, commercial paper, banker's acceptances, Treasury bills, and discount notes of the Federal Home Loan Bank, Federal National Mortgage Association, and Federal Farm Credit System, among others. Federal funds borrowings between banks, bank borrowings from the Federal Reserve Bank window, and various forms of repurchase agreements are also elements of the money market. What these instruments have in common are safety and liquidity. The money market operates through dealers, money center banks, and the Open Market Trading desk at the New York Federal Reserve Bank. New York City is the leading money market, followed by London and Tokyo. The dealers in the important money markets are in constant communication with each other and with major borrowers and investors to take advantage of arbitrage opportunities, a practice which helps keep prices uniform worldwide.

17. Money market fund: open-ended mutual fund that invests in commercial paper, banker's acceptances, repurchase agreements, government securities, certificates of deposit, and other highly liquid and safe securities, and pays money market rates of interest. Launched in the middle 1970s, the funds were especially popular in the early 1980s when interest rates and inflation soared. Management's fee is less than 1% of an investor's assets, interest over and above that amount is credited to shareholders monthly. The fund's net asset value remains constant \$1 a share -only the interest rate goes up or down. Such funds usually offer the convenience of checkwriting privileges.

18. Repurchase agreements: agreement between a seller and a buyer, usually of U.S. Government securities, whereby the seller agrees to repurchase the securities at an agreed upon price and, usually, at a stated time. Repos, also called RPs or buybacks, are widely used both as a money market investment vehicle and as instrument of Federal Reserve monetary policy. Where a repurchase agreement is used as a short-term investment, a government securities dealer, usually a bank, borrows from an investor, typically a corporation with excess cash, to finance its inventory, using the securities as collateral. Such RPs may have a fixed maturity date or be open repos, callable at any time. Rates are negotiated directly by the parties involved, but are generally lower than rates on collateralized loans made by New York banks. The attraction of repos to corporations, which also have the alternatives of commercial paper, certificates of deposit, treasury bills and other short-term instruments, is the flexibility of maturities that makes them an ideal place to "park" funds on a very temporary basis. Dealers also arrange reverse repurchase agreements, whereby they agree to buy the securities and the investor agrees to repurchase them at a later date.

19. Commercial paper short-term obligations with maturities ranging from 2 to 270 days issued by banks, corporations, and other borrowers to investors with temporarily idle cash. Such instruments are unsecured and usually discounted, although some are interest bearing. They can be issued directly--direct issuers do it that way--or through brokers equipped to handle the enormous clerical volume involved. Issuers like commercial paper because the maturities are flexible and because the rates are usually marginally lower than bank rates. Investors--actually lenders, since commercial paper is a form of debt--like the flexibility and safety of an instrument that is issued only by top-rated concerns and is nearly always backed by bank lines of credit. Both Moody's and Standard and Poor's assign ratings to commercial paper.

20. GNMA: nickname for the Government National Mortgage Association and the securities guaranteed by that agency.

21. GNMA Pass-through: security, backed by a pool of mortgages and guaranteed by the Government National Mortgage Association (Ginnie Mae), which passes through to investors the interest and principal payments of homeowners. Homeowners make their mortgage payments to the bank or savings and loan that originated their mortgage. After deducting a service charge (usually 1/2%), the bank forwards the mortgage payments to the pass-through buyers, who may be institutional investors or individuals. Ginnie Mae guarantees that investors will receive timely principal and interest payments even if homeowners do not make mortgage payments on time.

The introduction of GNMA pass-throughs has benefited the home mortgage market, since more capital has become available for lending. Investors, who are able to receive high, government-guaranteed interest payments, have also benefited. For investors, however, the rate of principal repayment on a Ginnie Mae pass-through is uncertain. If interest rates fall, principal will be repaid faster, since homeowners will refinance their mortgages. If rates rise, principal will be repaid more slowly, since homeowners will hold onto the underlying mortgages.

22. Treasury Bond: long-term debt instruments with maturities of 10 years or longer issued minimum denominations of \$1,000

23. Treasury Note: intermediate securities with maturities of 1 to 10 years. Denominations range from \$1,000 to \$1 million or more. The maturity government issues, or at auction

24 Option In general: right to buy or sell property that is granted in exchange for an agreed upon sum. If the right is not exercised after a specified period, the option expires and the option buyer forfeits the money.

In the brokerage business these contracts are joined to different securities.

25 Investment Advisers Act: legislation passed by Congress in 1940 that requires all investment advisers to register with Securities and Exchange Commission. The Act is designed to protect the public from fraud or misrepresentation by investment advisers. One requirement, for example, is that advisers must disclose all potential conflicts of interest with any recommendations they make to those they advise. A potential conflict of interest might exist where the adviser had a position in a security he was recommending.

26 Investment Advisers: individual or institution that provides investment counseling for a fee. Financial Consultants must be registered with the Securities and Exchange Commission and operate by the Investment Advisers Act. An investment counselor usually specializes in a particular kind of investment - for example, international stock, mutual funds, bonds.

27. Moody's Investor Service: headquartered with its parent company, Dun & Bradstreet, in downtown Manhattan, Moody's is one of the two best known bond rating agencies in the country, the other being Standard & Poor's. Moody's also rates commercial paper, preferred and common stocks, and municipal short-term issues. The six bound manuals it publishes annually, supplemented weekly or semiweekly, provide great detail on issuers and securities. The company also publishes quarterly Moody's Handbook of Common Stocks, which charts more than 500 companies, showing industry group trends and company stock price performance. Also included are essential statistics for the past decade, an analysis of company's financial background, recent financial developments, and the outlook. Moody's rate most of the publicly held corporate and municipal bonds and many Treasury and government agency issues, but does not usually rate placed bonds.

28 Standard & Poor's: subsidiary of McGraw-Hill, Inc. that provides a broad range of investment services, including rating corporate and municipal bonds, common stocks, preferred stocks, and commercial paper; compiling the Standard & Poor's Composite Index of 500 Stocks, the Standard & Poor's 400 Industrial Index, and the Standard & Poor's 100 Index among other indexes, publishing a wide variety of statistical materials,

investment advisory reports, and other financial information, including. Bond Guide, a summary of data on corporate and municipal bonds; Earnings Forecaster, earnings-per-share estimates on more than 1600 companies; New Issue Investor, information and analysis on the new issue market; Stock Guide, investment data on listed and unlisted common and preferred stocks and mutual funds; Analyst's Handbook, per-share data on the stocks and industry groups making up the 400 index, plus 15 transportation, financial and utility groups; Corporation Records, six volumes of information on more than 10,000 publicly held companies; Stock Reports, 2-page analytical reports on listed and unlisted companies. A subsidiary publishes the daily Blue List of municipal and corporate bonds. Standard & Poor's also publishes Poor's Register, a national directory of companies and their officers; and Securities Dealers of North America, a directory of investment banking and brokerage firms in North America

29. Hedging strategy used to offset investment risk. A perfect hedge is one eliminating the possibility of future gain or loss.

30. Futures Contract: agreement to buy or sell a specific amount of a commodity or financial instrument at a particular price on a stipulated future date. The price is established between buyer and seller on the floor of a commodity exchange, using the open outcry system. A futures contract obligates the buyer to purchase the underlying commodity and the seller to sell it, unless the contract is sold to another before settlement date, which may happen if a trader waits to take a profit or cut a loss. This contrasts with options trading, in which the option buyer may choose whether or not to exercise the option by the exercise date.

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ASPIRA Association, Inc., National Office

Financial Statements

As of June 30, 1997 and 1996

Together With Auditors' Report

ARTHUR ANDERSEN LLP

Report of Independent Public Accountants

To the Board of Directors of
ASPIRA Association, Inc., National Office

We have audited the accompanying statements of financial position of ASPIRA Association, Inc., National Office (the "Association," a New York nonprofit corporation) as of June 30, 1997 and 1996, and the related statements of activities and cash flows for the years then ended. These financial statements and the schedule referred to below are the responsibility of the Association's management. Our responsibility is to express an opinion on these financial statements and the schedule based on our audits.

We conducted our audits in accordance with generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards (1994 Revision), issued by the Comptroller General of the United States. Those standards require that we plan and perform an audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of ASPIRA Association, Inc., National Office as of June 30, 1997 and 1996, and the changes in its net assets and its cash flows for the years then ended in conformity with generally accepted accounting principles.

In accordance with Government Auditing Standards, we have also issued our report, dated October 2, 1997, on our consideration of the Association's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grants.

Our audits were made for the purpose of forming an opinion on the basic financial statements taken as a whole. The schedule of functional expenses for the year ended June 30, 1997, is presented for purposes of additional analysis and is not a required part of the basic financial statements. This information has been subjected to the auditing procedures applied in our audits of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Arthur Andersen LLP

Washington, D C
October 2, 1997

ASPIRA Association, Inc., National Office

Statements of Financial Position As of June 30, 1997 and 1996

| Assets | | 1997 | 1996 |
|---|--|--------------------|--------------------|
| Assets: | | | |
| Current assets- | | | |
| Cash and cash equivalents | | \$ 473,095 | \$ 358,063 |
| Federal grant receivables | | 15,995 | 124,658 |
| Contributions receivable (Note 2) | | 429,700 | 769,693 |
| Loan to Associate (Note 7) | | 20,484 | 25,000 |
| Other receivables | | 7,582 | 32,547 |
| Prepaid assets | | 35,221 | 27,866 |
| Total current assets | | <u>982,077</u> | <u>1,337,827</u> |
| Noncurrent assets- | | | |
| Contributions receivable (Note 2) | | 58,740 | 311,073 |
| Loan to Associate (Note 7) | | 34,444 | 54,928 |
| Investments (Note 6) | | 955,598 | 783,020 |
| Property and equipment- | | | |
| Furniture, equipment, and leasehold improvements, net of accumulated depreciation and amortization of \$60,206 and \$60,233 for 1997 and 1996, respectively | | 104,726 | 95,570 |
| Total assets | | <u>\$2,135,585</u> | <u>\$2,582,418</u> |
| Liabilities and Net Assets | | | |
| Liabilities: | | | |
| Current liabilities- | | | |
| Accounts payable and accrued expenses | | \$ 54,725 | \$ 38,252 |
| Capitalized lease obligation (Note 5) | | 9,044 | 9,782 |
| Due to Associates (Note 2) | | 116,543 | 197,328 |
| Deferred rent abatement (Note 5) | | 8,107 | - |
| Total current liabilities | | <u>188,419</u> | <u>245,362</u> |
| Noncurrent liabilities- | | | |
| Capitalized lease obligation (Note 5) | | 20,931 | 12,999 |
| Deferred rent abatement (Note 5) | | 56,134 | 54,916 |
| Total liabilities | | <u>265,484</u> | <u>313,277</u> |
| Commitments and contingencies (Note 5) | | | |
| Net assets (Note 2): | | | |
| Unrestricted | | 292,542 | 197,906 |
| Temporarily restricted (Note 2) | | 1,072,734 | 1,566,410 |
| Permanently restricted (Note 2) | | 504,825 | 504,825 |
| Total net assets | | <u>1,870,101</u> | <u>2,269,141</u> |
| Total liabilities and net assets | | <u>\$2,135,585</u> | <u>\$2,582,418</u> |

The accompanying notes are an integral part of these statements.

ASPIRA Association, Inc., National Office

Statements of Activities For the Years Ended June 30, 1997 and 1996

| | Unrestricted | Temporarily Restricted | Permanently Restricted | 1997 Total | 1996 Total |
|---|--------------|---------------------------|---------------------------|---------------|---------------|
| venues, gains, and other support: | | | | | |
| Contributions from foundations and corporations | \$ 217,046 | \$ 398,083 | \$ - | \$ 615,129 | \$2,264,193 |
| Federal government grants | 864,104 | - | - | 864,104 | 936,079 |
| Publications | 3,423 | - | - | 3,423 | 3,118 |
| Interest and other income | 184,974 | - | - | 184,974 | 212,237 |
| Net assets released from restrictions | 891,759 | (891,759) | - | - | - |
| Total revenues, gains, and other support | 2,161,306 | (493,676) | - | 1,667,630 | 3,415,627 |
| expenses: | | | | | |
| Program services- | | | | | |
| Education access and careers | 347,505 | - | - | 347,505 | 354,473 |
| Youth leadership | 1,011,620 | - | - | 1,011,620 | 922,199 |
| Community mobilization | 374,456 | - | - | 374,456 | 340,494 |
| Advocacy/research | 69,659 | - | - | 69,659 | 185,802 |
| Total program services | 1,803,240 | - | - | 1,803,240 | 1,802,968 |
| General and administrative | 245,248 | - | - | 245,248 | 242,550 |
| Fund-raising | 18,182 | - | - | 18,182 | 23,107 |
| Total expenses | 2,066,670 | - | - | 2,066,670 | 2,068,625 |
| Change in net assets | 94,636 | (493,676) | - | (399,040) | 1,347,002 |
| Net assets, beginning of year | 197,906 | 1,566,410 | 504,825 | 2,269,141 | 922,139 |
| Net assets, end of year | \$ 292,542 | \$1,072,734 | \$504,825 | \$1,870,101 | \$2,269,141 |

ASPIRA Association, Inc., National Office

Statements of Cash Flows For the Years Ended June 30, 1997 and 1996

| | 1997 | 1996 |
|---|--------------------------|--------------------------|
| Cash flows from operating activities: | | |
| Change in net assets | \$(399,040) | \$1,347,002 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities- | | |
| Depreciation and amortization | 24,273 | 25,102 |
| Net loss on disposal of fixed assets | 165 | 8,915 |
| Unrealized net gains on securities held | (105,480) | (90,965) |
| Change in grant and contributions receivable | 700,989 | (1,058,992) |
| Change in other receivables and prepaid assets | 17,610 | (20,922) |
| Change in accounts payable and accrued expenses | 16,473 | (7,295) |
| Change in deferred support and revenue | - | (12,056) |
| Change in due to Associates | (80,785) | (11,691) |
| Change in pass-through liability | - | (12,696) |
| Change in deferred rent abatement | 9,325 | 54,916 |
| Net cash provided by operating activities | <u>183,530</u> | <u>221,318</u> |
| Cash flows from investing activities: | | |
| Purchases of property and equipment | (15,911) | (68,108) |
| Purchases of investments | (399,830) | (313,015) |
| Sales of investments | 332,732 | 558,743 |
| Disbursement of loans to Associates | - | (144,928) |
| Repayments of loans from Associates | 25,000 | 65,000 |
| Net cash provided by investing activities | <u>(58,009)</u> | <u>97,692</u> |
| Cash flows from financing activities: | | |
| Principal payments on capitalized lease obligations | (10,489) | (8,527) |
| Net cash used by financing activities | <u>(10,489)</u> | <u>(8,527)</u> |
| Net increase in cash and cash equivalents | 115,032 | 310,483 |
| Cash and cash equivalents, beginning of year | 358,063 | 47,580 |
| Cash and cash equivalents, end of year | <u>\$ 473,095</u> | <u>\$ 358,063</u> |
| Supplemental noncash disclosure: | | |
| Increase in capitalized lease obligation | <u>\$ 7,194</u> | <u>\$ 17,859</u> |

The accompanying notes are an integral part of these statements

ASPIRA Association, Inc., National Office

Notes to Financial Statements For the Years Ended June 30, 1997 and 1996

1. Organization and Purpose:

The ASPIRA Association, Inc., National Office (the "Association"), was incorporated on November 20, 1968, in New York State. The Association was organized to promote the welfare and development of Puerto Ricans and other Latinos in the United States and Puerto Rico. The Association is a nonprofit organization that operates in Washington, D.C.

The principal aim of the Association is to develop and expand the educational and creative opportunities and capabilities of Latinos by establishing the necessary means for motivating and orienting them to develop their leadership potential and enter into or continue their education in the professional, artistic, and technical fields.

The Association has associate organizations in New York, New Jersey, Illinois, Pennsylvania, Puerto Rico, Florida, and Connecticut (the "Associates"). The Associates are separate legal entities, and their financial activities are not included in these financial statements.

2. Summary of Significant Accounting Policies:

Cash

The Association maintains bank accounts in which moneys are pooled for both restricted and unrestricted use. Accountability for cash is maintained through a series of interfund receivables and payables that reflect the cash available to each fund.

Cash Equivalents

Cash equivalents consist of certificates of deposit recorded at cost that approximates market value. These certificates of deposit have original maturities of three months or less.

Investments

The Association maintains an endowment fund that consists of money market funds, corporate debt and equity securities, and government debt securities recorded at fair value. Changes in fair value are recognized as interest and other income in the accompanying statements of activities.

Property and Equipment

Property and equipment is recorded at cost. For financial reporting purposes, depreciation is calculated using the straight-line method. Equipment is depreciated over a five-year useful life; in 1997, the useful life of furniture was changed from five years to ten years.

Expenditures for maintenance and repairs are charged to expenses; betterments and major renewals are capitalized. Upon retirement or sale of assets, the cost of the assets disposed of and the related accumulated depreciation are removed from the accounts, and any resulting gain or loss is credited to income.

Contributions and Grants

The Association receives funding for its programs from foundations and corporations as well as from Federal grants. Major foundation and corporation support is obtained from the Ford Foundation, the Carnegie Corporation of New York, and the Dewitt Wallace/Readers Digest Fund. Federal grant support comes from the Corporation for National and Community Service, the U.S. Department of Health and Human Services, and the U.S. Department of Education.

Revenues related to Federal grants are recognized to the extent that eligible expenses are incurred. The Association receives its funding primarily on a reimbursement basis.

The Association recognizes non-Federal contributions received and made, including unconditional promises to give, as revenue in the period received or made. Contributions received are reported as unrestricted support, temporarily restricted support, or permanently restricted support. Temporarily restricted contributions that are used according to donor restrictions in the same period as the contributions are recognized as temporarily restricted contributions are reclassified as net assets released from restrictions in that period. Promises to contribute that stipulate conditions to be met before the contribution is made are not accrued until the condition is met. As of June 30, 1997, the Association had received no conditional promises to give.

The Association subgrants funds to its Associates. The amount of subgranted funds due to Associates at year-end is presented in the accompanying financial statements as due to associates.

Contributions Receivable

Unconditional promises to give that are expected to be collected within one year are recorded at their net realizable value. Unconditional promises to give that are expected to be collected in future years are discounted to their estimated present value if the effect of such discounting is material.

Contributions receivable include the following unconditional promises to give:

Amounts due in:

Less than one year

One to three years

Total

\$429,700

58,740

\$488,440

Net Assets

The Association classifies net assets into three categories: unrestricted, temporarily restricted, or permanently restricted. All contributions are considered to be available for unrestricted use unless specifically restricted by the donor or by law. Temporarily restricted net assets are contributions with temporary, donor-imposed time or purpose restrictions. Temporarily restricted net assets become unrestricted when the time restrictions expire or the contributions are used for their restricted purpose, at which time they are reported in the statement of activities as net assets released from restrictions. The amounts released from restriction during 1997 and 1996 were as follows:

| | 1997 | 1996 |
|------------------------------|------------------|------------------|
| Education access and careers | \$ 74,838 | \$ 37,636 |
| Youth leadership | 389,972 | 354,002 |
| Community mobilization | 360,152 | 227,884 |
| Advocacy/research | 66,797 | 76,076 |
| Total | <u>\$891,759</u> | <u>\$695,598</u> |

Temporarily restricted net assets are available for the following programmatic purposes as of June 30, 1997 and 1996:

| | 1997 | 1996 |
|------------------------------|--------------------|--------------------|
| Education access and careers | \$ 230,542 | \$ 305,380 |
| Youth leadership | 469,385 | 607,090 |
| Community mobilization | 297,379 | 652,075 |
| Advocacy/research | 75,428 | 1,865 |
| Total | <u>\$1,072,734</u> | <u>\$1,566,410</u> |

Permanently restricted net assets consist of the DeWitt Wallace/Readers Digest Endowment Fund (the "Endowment Fund"). The principal is to be held in perpetuity under the following conditions:

- Income may be expended for the general programs of the Association provided that in no event will any of the income be used for fund-raising or capital improvement projects.
- The principal of the Endowment Fund may not be transferred to another institution by merger, consolidation, liquidation, or dissolution. In all such events and in the case of bankruptcy or receivership of the Association, the Endowment Fund will revert to Community Funds, Inc. (the third-party custodian that maintained custody of the Endowment Fund prior to remitting it to the Association, in accordance with the terms of the founding document). Community Funds, Inc., will, in turn, consult with the original donor of the Endowment Fund (DeWitt Wallace Fund, Inc.) and designate another beneficiary of the Endowment Fund.

The original carrying value of the Endowment Fund was \$504,825. The Association reports the endowment investment at market value in these financial statements. The market value of the Endowment Fund was \$955,598 and \$783,020 as of June 30, 1997 and 1996, respectively. Investment income and any unrealized gains or losses are recorded as unrestricted interest and other income in the statements of activities.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Reclassifications of Balances

Certain 1996 balances have been reclassified to conform with the 1997 presentation.

3. Pension Plan:

The Association has a defined contribution pension plan covering salaried employees with at least six months of service. This plan was adopted on January 1, 1988. The Association contributes 5 percent of each participant's compensation to the plan each year. Vesting of the Association's contributions occurs after three years of employment or upon early retirement. Contributions by the Association were \$32,635 in 1997 and \$19,697 in 1996.

4. Income Taxes:

The Association is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined that the Association is a publicly supported entity.

5. Leases:

The Association leases office space and equipment under lease agreements that expire through 2005.

Operating Lease

In November 1995, the Association entered into a lease agreement for office space effective January 1, 1996. The lease provides for a ten-year lease term, with an option to cancel the contract after seven years, and rent abatements in the first two years of the lease. Rent expense for this lease for the years ended June 30, 1997 and 1996, was \$124,505 and \$62,252, respectively. Rent abatements are amortized over the life of the lease. The unamortized portion was \$64,241 and \$54,916 at June 30, 1997 and 1996, respectively.

Minimum rental commitments under this lease, excluding the Association's share of future operating expenses as defined in the lease agreement, are as follows:

| <u>Year ending June 30,</u> | |
|-----------------------------|--------------------|
| 1998 | \$ 132,612 |
| 1999 | 132,612 |
| 2000 | 132,612 |
| 2001 | 132,612 |
| 2002 and after | 596,754 |
| | <u>\$1,127,202</u> |

Capital Leases

The Association leases office equipment under noncancelable lease agreements that expire between 2000 and 2001. The leases provide that the Association pay for the insurance and maintenance expenses related to the equipment. Interest expense on leased equipment amounted to approximately \$1,950 and \$1,400 for the years ended June 30, 1997 and 1996, respectively. Assets under capital lease are included in furniture, equipment, and leasehold improvements and are depreciated over the life of the lease. Future lease payments under capital leases are as follows:

| <u>Year ending June 30,</u> | |
|-----------------------------|--------------------------|
| 1998 | \$10,268 |
| 1999 | 10,268 |
| 2000 | 7,838 |
| 2001 | 6,074 |
| | <u>Interest payments</u> |
| | (4,473) |
| | <u>Lease obligation</u> |
| | <u>\$29,975</u> |

6. Investments:

The market value of investments at June 30, 1997, is summarized below:

| | |
|---------------------------|------------------|
| Money market funds | \$ 32,889 |
| Common stocks and options | 629,906 |
| Government bonds | 224,215 |
| Corporate bonds | 68,588 |
| | <u>\$955,598</u> |

Investment income, gains, and losses for fiscal year 1997 are summarized below:

| | |
|---|------------------|
| Interest and dividends | \$ 29,626 |
| Realized net gains on sales of securities | 37,160 |
| Unrealized net gains on securities held | <u>105,480</u> |
| Total investment income | <u>\$172,266</u> |

7. Related-Party Loans:

In early 1996, the Association extended a \$75,000 line of credit to an Associate office. According to the terms of the credit agreement, the loan bears no interest and is due in July 1999. At June 30, 1997 and 1996, \$54,928 was outstanding under the line of credit.

ASPIRA Association, Inc., National Office

Schedule of Functional Expenses
For the Year Ended June 30, 1997
With Comparative Totals for the Year Ended June 30, 1996

| | Program Services | | | | Support Services | | | 1997 | 1996 |
|---|------------------------------|------------------|------------------------|--------------------|------------------------|----------------------------|--------------|----------------|----------------|
| | Education Access and Careers | Youth Leadership | Community Mobilization | Advocacy/ Research | Total Program Services | General and Administrative | Fund-Raising | Total Expenses | Total Expenses |
| Salaries and wages | \$ 81,700 | \$ 142,135 | \$157,662 | \$38,121 | \$ 419,618 | \$104,209 | \$15,022 | \$ 538,849 | \$ 476,994 |
| fringe benefits | 15,852 | 24,399 | 31,892 | 7,660 | 79,803 | 29,920 | 1,162 | 110,885 | 94,870 |
| Total personnel | 97,552 | 166,534 | 189,554 | 45,781 | 499,421 | 134,129 | 16,184 | 649,734 | 571,864 |
| Consultant and contract services | 8,547 | 28,078 | 1,681 | 3,529 | 41,805 | 13,256 | - | 55,061 | 107,260 |
| Office rent (Note 5) | 12,631 | 17,918 | 12,402 | 7,113 | 50,064 | 74,421 | - | 124,505 | 111,455 |
| Telephone and postage | 3,112 | 10,824 | 4,814 | 6,727 | 25,177 | 4,213 | 472 | 29,862 | 39,730 |
| Equipment rental and maintenance | 333 | 2,738 | 2,083 | 9 | 5,163 | 4,633 | 100 | 9,896 | 7,734 |
| Depreciation and amortization (Note 2) | - | - | - | - | - | 24,273 | - | 24,273 | 25,102 |
| Registrations | - | - | - | - | - | 759 | - | 759 | 408 |
| Professional fees | - | - | - | - | - | 20,788 | - | 20,788 | 19,263 |
| Supplies | 1,185 | 5,249 | 1,565 | 1,157 | 9,156 | 2,859 | 6 | 12,021 | 19,953 |
| Insurance | - | 1,320 | - | - | 1,320 | 4,101 | - | 5,421 | 5,002 |
| Board meetings | - | - | - | - | - | 26,658 | - | 26,658 | 22,975 |
| Travel and meetings | 10,306 | 27,559 | 10,652 | 1,251 | 49,768 | 9,164 | 1,160 | 60,092 | 150,280 |
| Printing and publications | 3,577 | 9,876 | 7,817 | 3,761 | 25,033 | 739 | 100 | 25,872 | 76,326 |
| Materials and subscriptions | 1,102 | 3,067 | 1,065 | 331 | 5,565 | 1,915 | 160 | 7,640 | 4,338 |
| Talent development | - | 4,112 | - | - | 4,112 | - | - | 4,112 | 6,498 |
| Stipends | - | 12,490 | - | - | 12,490 | - | - | 12,490 | 11,280 |
| Bank charges | - | - | - | - | - | 685 | - | 685 | 658 |
| Federal subgrants to Associates (Note 2) | 156,676 | 525,098 | 629 | - | 682,403 | - | - | 682,403 | 684,431 |
| Foundation and corporation subgrants to Associates (Note 2) | 33,603 | 159,144 | 121,690 | - | 314,437 | - | - | 314,438 | 203,899 |
| Total other expenses | 231,092 | 807,435 | 164,068 | 23,878 | 1,226,474 | 188,464 | 1,998 | 1,416,936 | 1,496,761 |
| Total direct costs | 328,644 | 973,970 | 353,622 | 69,659 | 1,725,895 | 322,593 | 18,182 | 2,066,670 | 2,068,625 |
| Indirect costs allocated | 18,861 | 37,650 | 20,834 | - | 77,345 | (77,345) | - | - | - |
| Total costs | \$347,505 | \$1,011,620 | \$374,456 | \$69,659 | \$1,803,240 | \$245,248 | \$18,182 | \$2,066,670 | \$2,068,625 |

Notes